the house where the goods were, together with the goods, to W. at a yearly rent, and W. remained in possession. *Held*, that the receipt did not require registration under the Bills of Sale Act, 1854 (17 & 18 Vict. c. 36, §§ 1, 7). The receipt was only evidence of payment, and not in the nature of a bill of sale.—*Woodgate* v. *Godfrey*, 4 Ex. D. 59.

See Mortgage, 5.

Settlement.—See Trust, 2.

Slander.—See Libel.

Solicitor.—See Lien, 2.

Statute.—See Corporation; Right of Way; Sale, 1.

Statute of Limitations.—See Limitations, Statute of.

Surety.

Action by a bank on the following guarauty, signed by the defendant: "You having this day, at my request, placed the sum of £2,000 to the credit of C.'s account with you, in the event of his promissory notes and interest, or any of them representing that amount, not being paid at the due dates, I hereby undertake, upon demand, to secure payment of the same upon the Adelphi Theatre," &c. Ten notes of £200 each were given, payable at intervls of a week. C. had a general account and also a special account at the bank. The £2,000 was credited to the general account. Two sums of £200 each were expressly debited to the general account. Subsequently, enough deposits were made to cover the whole loan; but the bank did not enter them to the general account, but honoured C.'s checks against them. When the notes became due, the bank claimed the mortgage, on the ground that the notes were all unpaid. *Held*, that the bank was bound to have applied the deposits to payment of the guaranteed notes, and the surety was not bound.—*Kinnaird* v. *Webster*, 10 Ch. D. 139.

Tort.—See Action.

Trade Name.—See Partnership, 1.

Trust.

1. P., by will, in 1779, gave his estate to his son R. and the heirs of his body in tail male, "upon special trust and confidence" in his said son, that, in case of failure of issue, he "would not do nor suffer any act in law or otherwise to obstruct or prevent" the limitations and provisions of the will. R. suffered a recovery of the estates as soon as he came into possession. R. died in 1808, without issue. *Held*, that the will did not create a trust, and that R. had power to bar the entail. The defence of the Statutes of Limitations may be raised on a demurrer which states a different specific objection to the statement, and adds the words "and on other grounds sufficient in law to sustain the demurrer." But the Statute of Frauds must be specifically pleaded.—*Dawkins* v. *Penrhyn*, 4 App. Cas. 31.

2. A marriage settlement empowerd the trustees to use the income for the husband, wife and children, as they in their "uncontrolled and irresponsible discretion" should think proper. The husband was a drunkard and lived apart from the wife, and the trustees paid all the income to him, except the board of the only child at school The income was £300 a year above the child's board, and the wife was destitute. *Held*, that although the court did not approve of the course of the trustees, it could not interfere.—*Tobor* v. *Brooks*, 10 Ch. D. 278.

Vendor and Purchaser.—See Sale, 1, 2.

Warrant.—See Extradition.

Watercourse.

"The right to the water flowing in a natural channel through a man's land, and the right to water flowing to it through an artificial water-course constructed on his neighbour's land, do not rest on the same principle. In the former case, each successive riparian proprietor is, *prima facie*, entitled to the unimpeded flow of the water in its natural course, and to its reasonable enjoyment as it passes through his land, as a natural incident to his ownership of it. In the latter, any right to the flow of the water must rest on some grant or arrangement, either proved or presumed, from or with the owners of the lands from which the water is artificially brought, or on some legal origin."—*Rameshur Pershal Narain Singh* v. *Koonj Behari Pàttuk*, 4 App. Cas. 121.

Will.

1. Testatrix gave a sum in trust for her brother C. for life, remainder to C.'s wife E. for life, remainder to "all and every the children of the said" C. "living at the death of the survivor of them, the said" C., and E. his wife, and the issue of such of them as shall be dead. C. had three children by a first wife, she had also two by E. before he married her, and one afterwards. Evidence was offered that testatrix had promised C. to make the bequest to all the children, if he would marry E.; that she had always treated the children alike as her nephews and nieces; and that, in preparing her will, she gave directions that they should be treated alike, and she supposed the will to be to that effect. One legitimate daughter was married to B., a brother of a member of the firm of solicitors who drew the will. *Held*, that extrinsic evidence could not be admitted, and the legitimate children only could take. *Dorin* v. *Dorin*, (L. R. 7 H. L. 568), and *Laker* v. *Hordern* (1 Ch. D. 644), discussed.—*Ellis* v. *Houstoun*, 10 Ch. D. 236.

2. F., by will, gave all his property to those children of his two daughters who should attain twenty-five. At F.'s death, one daughter had two infant children; the other, three children, one of whom had attained twenty-five. *Held*, a gift to such of the children as a class, living at the death of F. as should attain twenty-five. If there had been no children of the two daughters living at the death, the gift would have been void for remoteness.—*Picken* v. *Matthews*, 10 Ch. D. 264.