

DIGEST OF ENGLISH LAW REPORTS.

SHIP.—See BILLS AND NOTES; FREIGHT.
 SPECIALTY DEBT.—See COVENANT, 1, 2.
 SPECIFIC PERFORMANCE.—See COVENANT, 1; LEASE.
 STATUTE.—See COMPANY; CONSTRUCTION; GAMING; HACKNEY CARRIAGE; NEGLIGENCE; RESERVATION.

STATUTE OF FRAUDS.—See PRINCIPAL AND AGENT, 2.
 STATUTE OF LIMITATIONS.—See ADVERSE POSSESSION.
 TAX.

By statute, the "occupier of land covered with water" pays a certain sewer rate. The appellant possessed a canal; land occupied by filter beds and appurtenances for filtering water; land adjoining used for preparing sand for filter beds; and last, land, part of public roads, footpaths, and other ways occupied by iron pipes, mains, and sewer pipes. *Held*, that the canal and filter beds should pay said rate, but not the two latter parcels of land.—*East London Waterworks Co. v. Leyton Sewer Authority*, L. R. 6 Q. B. 669.

TENANT FOR LIFE.—See COSTS, 1; PARTNERSHIP, 3.
 TENANT IN TAIL.—See ADVERSE POSSESSION.
 TERM.—See PRIORITY.
 TILLAGE.

In case any part of certain land was converted into "tillage," a tithe rent charge became due. The owner of the land built a house thereon, and converted a part into garden ground, the remainder being orchard. *Held*, that the land was not converted into tillage, which is land used for agricultural purposes.—*Vigar v. Dudman*, L. R. 6 C. P. 470.

TITHE.—See TILLAGE.
 TITLE.—See ADVERSE POSSESSION; DEVISE, 1.
 TROVER.—See ULTRA VIRES.
 TRUST.—See DEVISE, 2.
 TRUSTEE.—See BILLS AND NOTES, 2, 3; COMPANY, 1; COSTS, 1.

ULTRA VIRES.

By a bank charter it was declared not lawful for the bank to lend or advance money on the security of merchandise. The bank advanced money upon a pledge of wool. *Held*, that whether the above provision was violated or not, the right of property and possession passed to the bank, which could maintain trover for the conversion of the wool.—*Ayers v. South Australian Banking Co.*, L. R. 3 P. C. 548.

VOLUNTARY SETTLEMENT.—See SETTLEMENT, 1.

WAGER.—See GAMING.

WARRANTY.—See SALE.

WATER-COURSE.

The plaintiff's stream was supplied in part by underground springs, which the defendant drew off by his drain. *Held*, that if the defendant could not get at his underground water without touching water in a defined surface

channel, he could not get it at all, and the defendant was enjoined drawing water from the stream.—*Grand Junction Canal Co. v. Shugar*, L. R. 6 Ch. 483.

See EASEMENT.

WATER RATE.—See TAX.
 WILL.

1. A testator, in the presence of witnesses, wrote his will on the second and third sides of a sheet of note paper, the attestation clause and signature of said witnesses being on the back, or first and fourth pages. *Held*, that the will was well executed under 15 & 16 Vict. c. 24.—*In the Goods of Archer*, L. R. 2 P. & D. 252.

2. A testator struck his pencil through certain paragraphs of his will and wrote his initials opposite, and opposite other paragraphs he put a query. Afterward he executed a codicil confirming, so far as it did not alter, the will. *Held*, that the will must be admitted to probate without the pencil alterations.—*In the Goods of Hall*, L. R. 2 P. & D. 256.

See CHARITY; COSTS, 3; DEVISE; EXECUTORS AND ADMINISTRATORS; LEGACY; PARTNERSHIP, 3.

WINDING-UP.

See COMPANY.

WORDS.

"Dead Freight."—See BILL OF LADING; FREIGHT, 6 Am. Law Rev. 89.

"Debt payable on a contingency."—See BANKRUPTCY, 2.

"Exclusively."—See RESERVATION.

"Frontage."—See LEASE.

"Land covered with water."—See TAX.

"Liability to pay money upon a contingency."—See BANKRUPTCY, 2.

"Plying for Hire."—See HACKNEY CARRIAGE.

"Put in force."—See EXECUTION.

"Specifically."—See DEVISE, 4.

"Tillage."—See TILLAGE.

REVIEWS.

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The contents of the great British Quarterly are to those of the general run of the current popular periodicals, pretty much what good bread and beef are to sponge cakes and whipped cream. They eschew novels and sensationalism in all its forms, and afford recreation as well as instruction in the discussion, under the form of reviews, of such