unless satisfaction is entered up within fourteen days allowed for that purpose." The jury found a verdict for £25 in favor of plaintiff, and the Divisional Court (Pollock, B., and Mainsty, J.) refused to disturb it, holding that the statement was susceptible of the innuendo that the judgment was still unsatisfied.

LANDLORD AND TENANT—COVENANT BY LESSOR TO PAY RATES, TAXES AND IMPOSITIONS—WATER RATE.

Badcock v. *Hunt*, 22 Q.B.D. 145, was an action by tenants against their landlord upon a covenant in the lease, whereby the lessor covenanted to pay all rates, taxes and impositions whatsoever, whether parliamentary, parochial, or imposed by the City of London, or otherwise howsoever, which then were, or thereafter might be, rated, charged or assessed on the said premises, or any part thereof, or on the said yearly rent, or on the landlord, owner, or tenants, of the said premises, in respect thereof. Water was supplied to the premises for domestic purposes by the New River Company, under the provisions of the Waterworks Clauses Act, 1847, and the lessees paid the water rates, which they now claimed to recover from the defendant. The question, therefore, was whether the water-rates were "imposed." The Court of Appeal (Lord Esher, M. R., and Fry and Lopes, L.JJ.), over-ruled Field and Wills, JJ., and held unanimously that the rates were not "imposed." Lord Esher says, "I do not think that a charge to which a person can only be made liable with his own consent, can be said to be imposed upon him within the meaning of this covenant." . . . "Furthermore, I think that the words 'imposed otherwise howsoever' must be construed according to the rule of construction applicable when general words follow specific words, and that therefore they can only include rates or impositions imposed in a similar manner to parliamentary and parochial rates, viz., imposed compulsorily on the person charged."

PRACTICE—EXECUTION—RECEIVER—EQUITABLE EXECUTION.

In *The Manchester & Liverpool Banking Co.* v. *Parkinson*, 22 Q.B.D. 173, the Court of Appeal has put a check on the practice of obtaining the appointment of a receiver by way of equitable execution, by laying down the rule that that mode of procedure should not be adopted when the ordinary course of obtaining execution of a judgment may be resorted to. In this case the judgment debtor had died, leaving a will whereby she appointed an executor. At the time of her death she was possessed of certain furniture and chattels, and was carrying on business. The will not having been proved and the judgment remaining unsatisfied, the judgment creditors obtained an order appointing a receiver of the furniture, chattels and business, and to get in and receive the debts due to the business, and afterwards another order for the sale of such property by the receiver. Pollock, B., and Manisty, J., set aside these orders, and an appeal from them was had to the Court of Appeal (Lord Esher, M.R., and Fry and Lopes, L.JJ.), which affirmed their decision. The case of *Whitaker* v. *Whitaker*, 7 P.D. 15, was considered not to be an authority for the appointment of a receiver under such circumstances.