BYLES & MELLOR, JJ., *dissentientibus*), that there was evidence to go to the jury of publication of the libel in the newspapers by E. and P.—*Parkes* v. *Prescott*, L. R. 4 Exch. 169.

2. The defendant, in a privileged communication, described the plaintiff's conduct as "most disgraceful and dishonest." The conduct so described was equivocal, and might honestly have been supposed by the defendant to be as he described it. *Held*, that the above words were not of themselves evidence of actual malice. (Exch. Ch.)—*Spill* v. *Maule*, L. R. 4 Exch. 232.

NUISANCE.—A tenant from year to year obtained an injunction from MALINS, V.C., against the erection of a circus, which was to last only a short time, on the ground that it would draw together a crowd of disorderly persons. Defendant appealed, the land having meanwhile been covered with permanent buildings. *Held*, that there was not sufficient ground for an injunction, and this having been granted, the appeal was not only for costs.

But an injunction against a circus, the noise of which was so loud as to be distinctly heard in the plaintiff's house when the windows and shutters were closed, was upheld, without a trial by jury. Since *Sir John Rolt's Act*, 25 & 26 Vic. c. 42, this is not necessary if the evidence satisfies the court.—*Inchbald* v. *Robinson*. *Inchbald* v. *Barrington*, L. R. 4 Ch 388.

PROXIMATE CAUSE.—By an act of Parliament, a cut was to be built, and also a culvert under it, which was always to be kept open. In consequence of the negligent construction of the cut by the defendants, the waters of a neighboring river flowed into it, burst the western bank, and flooded the adjoining land. The plaintiff, owning land east of the cut, closed the culvert to prevent his land being flooded; but the owners on the west, believing that this would be injurious to their lands, reopened it, and the plaintiff's land was flooded in consequence. *Held*, that defendants were liable for the entire damage so caused to plaintiff's land, whether the reopening of the culvert was right or wrong.—*Collins* v. *Middle Level Commissioners*, L. R. 4 C. P. 279.

WILL.—On the back of a will was found a memorandum in the testator's handwriting, signed by him and witnessed. The witnesses could not remember whether the paper was signed when they attested it, and the testator did not say what the paper was. Probate of the paper as a codicil, on motion, was refused.—*Goods of Swinford*. L. R. 1 P. & D. 630.

2. A testator made a will in favor of his sister only, giving her "all my house and land and book debts," &c., "every thing on the said premises," "and all other chattels." *Held*, that the last words carried the general residue.—*Goods of Sharman*, L. R. 1 P. & D. 661.

WAREHOUSE RECEIPTS—CON. STAT. C. CH. 54—The plaintiffs on the 20th September received a note for $ 800, payable to, and endorsed by L., with L.'s warehouse receipt for wool attached, which they discounted on the 4th October, 1867. On the 21st October, $1179 only remaining due, they took a note for this sum from M., the maker of the previous note, with his receipt for some wool, in addition to a receipt from L. for what remained of the wool covered by L.'s previous receipt. It was not discounted however on that day, because M. did not pay the discount, and on the 5th December M. made another note for the same sum, at ten days, in place of it, which was discounted with the same two warehouse receipts attached. It was renewed on the 24th, with the same receipts, and not being paid the plaintiffs in April sold the wool, through a broker who was unable to get it; and they thereupon replevied on the 9th May.

Held, following *Bank of British North America* v. *Clarkson*, 19 C. P. 182, that the warehouse receipts being taken directly to the Bank, and not by endorsement, were not within the statute, Consol. Stat. ch. 54, sec. 8, and that the plaintiffs therefore could not recover.

Richards, C. J., and *Adam Wilson*, J., however, dissented from that decision, though following it in accordance with the established practice.

Held, also, that the transaction of the 5th December might be considered as a new one, and that the plaintiffs therefore had not held the wool more than six months, so as to defeat their title, under sec. 9.

If they had, defendants might shew that fact under a plea of not possessed.—*The Royal Canadian Bank* v. *Miller et al.*, 28 U. C. Q. B., 593.

LEASE — RENT PAYABLE IN CROPS — WHEN DUE.—Defendant leased a farm to the plaintiff for five years from the 31st March, 1866. He was to find the team and seed for the first year, "to receive as rent for the first year two-thirds of all the grain when cleaned, threshed, and ready for market, also one-third of the straw, turnips and root crops, and half of the hay; for the remainder of the term to receive one-third of all the crops, with the exception of the hay, of which one-half." Defendant having distrained on the 16th December, 1867, for the second year's rent.

Held, that the words "when cleaned," &c., applied only ot the first year, and that the