Coleridge, C.J., says: "Here the prosecutor deposited the money with the prisoner, not intending to part with the property, for he was to have his money back in a certain event; whereas the prisoner, when he received the money, never intended to give it back in any event. It is true that the prosecutor would have been satisfied if he had received back, not the identical coins which he deposited, but other coins of equal value; but that does not show that he meant to part with his right to the money. In my opinion, the evidence shows that he meant to do nothing of the kind."

RECEIVER—MORTGAGEE IN RECEIPT OF RENTS—LEASE SUBSEQUENT TO MORTGAGE—ATTORNMENT OF TENANT OF MORTGAGOR TO MORTGAGEE.

Underhay v. *Read*, 20 Q. B. D. 209, was a contest between a receiver appointed at the instance of a judgment creditor of a mortgagor, and the mortgagee, as to the right of the latter to receive from the tenant of the mortgagor, under a lease made subsequent to the mortgage, the rents of the mortgaged property as against the receiver. By the order appointing the receiver the rights of the mortgagee were reserved, and default having been made in payment of the mortgage, the mortgagee had notified the tenant of the mortgagor under a lease made subsequent to the mortgage, that he required the tenant to pay his rent to him the mortgagee, and threatened him with legal proceedings if he did not, and the tenant accordingly paid his rent to the mortgagee. The receiver claimed that the payment was a breach of the receivership order, and that the tenant, notwithstanding the payment to the mortgagee, was liable to pay the rent again to him the receiver. The Court of Appeal (Fry and Bowen, L.L.J.), held affirming the Queen's Bench Divisional Court, that the tenant had not been guilty of any disobedience in paying his rent to the prior mortgagee, whose rights were reserved by the receivership order; and that the tenant having paid his rent under compulsion of law, and in consequence of his lessor's default, could set up such payment in answer to the claim of the rent by the receiver who claimed through the lessor. In arriving at this result, it is not very surprising to find that the Court of Appeal did not think it necessary to call on the counsel for the tenant.

EASEMENT—RIGHT OF WAY—IMPLIED RESERVATION—GENERAL WORDS—"APPURTENANCES."

In *Thomas* v. *Owen*, 20 Q. B. D. 225, the plaintiff and defendant were prior to 1873 tenants from year to year of adjoining farms: the plaintiff had for many years used a lane on the defendant's land, and had, from time to time, repaired it. In 1873 the landlord granted the defendant a lease of his farm, which contained no reference to the lane, but the metes and bounds of the demised property included the lane. In 1878 the landlord granted the plaintiff a lease of his farm, and all "appurtenances thereto belonging," in which no specific mention was made of the lane. The defendant having subsequently obstructed the plaintiff's use of the lane, the action was brought. The Court of Appeal (Lord Esher, M.R., Bowen and Fry, L.L.J.), affirming Mathew and Cave, JJ., held that