cause; and this is regarded as the equivalent for the loss they may sustain from the breaking in, or encroachment of the waters upon their lands."

Now in the case in hand plaintiffs say that they could gain nothing by accretion, by alluvion or other cause, and consequently they should not lose by encroachment of the water upon their land, to which fixed termini were assigned by the grant from the Crown. This doctrine seems to be well supported by decisions of Courts which are not binding upon me but which command my respect, and which would seem to be accurately founded upon basic principles. In *Smith* v. *St. Louis Public Schools*, 30 Mo. 290, the principle is very clearly stated: "The principle upon which the right to alluvion is placed by the civil law—which is essentially the same in this respect as the Spanish and French law, and also the English common law—is, that he who bears the burdens of an acquisition is entitled to its incidental advantages; consequently, that the proprietor of a field bounded by a river, being exposed to the danger of loss from its floods, is entitled to the increment which from the same cause may be annexed to it. This rule is inapplicable to what are termed limited fields, *agri limitati*; that is, such as have a definite fixed boundary other than the river, such as the streets of a town or city." The reference in the judgment to the English common law is not quite so positive as the head-note states it. The Judge (Napton) in the course of a very learned opinion says: "It will be found, indeed, that upon this subject the Roman law, and the French and Spanish law which sprung from it, are essentially alike, if we except mere provincial modifications; and it is believed that the English common law does not materially vary from them. This uniformity necessarily results from the fact that the foundation of the doctrine is laid in natural equity." In saying this he may have had in his mind the language of Blackstone, to be now found in book 2, Lewis ed., at pp. 261-2; although he does not cite him. There are some earlier English authorities to which I shall refer later.

Then there is a case of *Bristol* v. *County of Carroll* (1880), 95 Ill. 84; (Par. 3 of head-note):—

"3. To entitle a party to claim the right to an alluvial formation, or land gained from a lake by alluvium, the lake must form a boundary of his land. If any land lies between