in warrants for every seventy-five cents due on the judgment, are tainted with usury.

It may be doubted whether a municipal corporation is bound by the action of its council in agreeing to pay a sum clearly, distinctly, and ascertainably greater than is legally due.

No municipal corporation can erect a toll-bridge and levy and collect tolls, unless authorized by the law of the state.

A municipal corporation has no power to lend its credit or make its accommodation paper for the benefit of citizens, to enable them to execute private enterprises.

The building of side-walks is, ordinarily, a legitimate municipal object.

When a municipal corporation, acting under the Constitution of 1846, issued in payment of a *bonâ fide* indebtedness, scrip to circulate as money, after which the scrip was taken up by the issuance of ordinary warrants on the treasury thereof for the amount of the same, it was held that the transaction could not be impeached by the corporation on the ground that the scrip was illegal and void.—*Clark* v. *The City of Des Moines*, 6 Am. Law Reg. 146.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

NAVIGABLE WATER—RIGHT OF CROWN TO LAY OUT HIGHWAY—ITS RIGHT TO GRANT PORTION OF LAKE NOT NAVIGABLE.—A grant of land will carry land covered with water.

The evidence shewed that the portion of the grant in dispute at extraordinary periods when the water of the lake was pressed up at this particular part of it by strong winds, admitted of scows passing over it, but that the water was not then more than four or five feet deep, and that at ordinary times it was quite shallow and fordable: *Held*, not navigable water.

The property in question formed part of the lake, though not navigable: the Crown surveyed a part for the line of road, which was then under water, the effect of which was that the property in question, which lay to the north of this intended road, would, if the roads were made, become a mere stagnant pond:

Held, that the Crown had the right to lay out the highway where it did, and that, therefore, it could grant the portion to the north of it, which would be thus excluded from the lake; and that it could do this without the aid of 23 Vic., ch. 2, sec. 35.—*Ross* v. *The Corporation of the Village of Portsmouth* —17 U. C. C. P. 195.

INJUNCTION—CO-TENANCY —Although the general rule is that the mere fact of one tenant in common holding possession of the entire estate, will not render him liable to a co-tenant, who might himself enter and enjoy the possession with the other, and the court will not in such a case interfere with the dealing of such co-tenant in regard to the property, still where the co-tenant in possession was the mother of the other co-tenants, all of whom were infants at the time of her second marriage, the court, at the instance of one of the children who had attained majority, restrained the husband and wife from selling or disposing of the crops of the current year, or the proceeds thereof, unless they undertook to bring into court one-third of such proceeds: but refused to interfere with the possession of the mother and her husband in respect of previous years; although as to such previous years the mother might have been accountable to her infant children as trustees for them.—*Bates* v. *Martin*, 12 U. C. Chan. R. 490.

ACTION ON BOND — LIMIT OF AMOUNT TO BE RECOVERED —Action on bond payable by instalments. Judgment was entered for the amount of the penalty. Proceedings were had from time to time by *sci. fa.* *Held* that the defendants were bound to pay the expense of levying the sum due, but that the whole amount the plaintiffs were entitled to recover is limited to the penalty.

The plaintiff may not charge interest on the penalty, or amounts remaining due thereon.—*Randall et al.*, v. *Burton et al.*, 3 U. C. L. J., N. S. 8.

DISCOVERY—PRINCIPAL AND AGENT — PRIVILEGE.—Letters received by the agent of a party to a cause from other parties, although written in confidence, but relating to the subject matter of the cause,—*held*, to be in the custody or power of the principal, and not exempt from production under an order to produce. No communication privileged, except as between a solicitor and his client.

The defendants not wishing that the names of their agents should appear, cut out the signatures at the end of the letters containing certain information, but *held*, that such letters must be produced entire and not mutilated.—*Wiman* v. *Broadstreet*, 3 U. C. L. J., N. S., 23.