

DIGEST OF ENGLISH LAW REPORTS—REVIEWS.

surety, but for the payment of interest only, and the principal and surety covenanted jointly and severally with the creditor to pay the interest. Afterwards the debtor executed a deed whereby he assigned all his property in trust for his creditors, and the creditors released him from all debts, with a proviso that nothing contained in the deed should affect any mortgage held by any creditor, or any right or remedy which any creditor might have against any other person in respect of any debt due by the debtor either alone or jointly with any other person. *Held*, that the deed gave only a qualified release, and did not extinguish the debt, and that the remedy of the creditor against the surety for interest was not barred.—*Green v. Wynn*, Law Rep. 7 Eq. 28; s. c. Law Rep. 4 Ch. 204.

See GUARANTY.

PRIORITY.

1. Where a prior equitable title is established by the court against one who took an equitable mortgage by deposit of the title deeds: *Semble*, the court will order him to deliver up the deeds, though he acquired them for value and without notice from the legal owner.—*Newton v. Newton*, Law Rep. 4 Ch. 143.

2. The owner of a ship mortgaged her to G., who transferred the mortgage to A. Both mortgage and transfer were registered. Subsequently G. paid off A., and an entry discharging the mortgage was made in the registry. After a year A. re-transferred to G. this mortgage, and the registrar wrote in the margin of the register, that a re-transfer only had been intended. G. then transferred the mortgage to W. by way of security, and the transfer was registered. In March, 1865, G. paid off W., but no re-transfer was executed. In May, 1865, the ship-owner gave G. another mortgage, which was registered. In November, 1865, this mortgage was transferred to B., but was not registered till July, 1866. In March, 1866, G. agreed with W. that G.'s original mortgage should be a security for the balance due from G. to W. *Held*, that the first mortgage was discharged by the entry of discharge, and could not be revived, and that the new agreement between G. and W., not being registered, was of no avail against B.—*Bell v. Blyth*, Law Rep. 4 Ch. 136.

See CONFLICT OF LAWS; HUSBAND AND WIFE, 2; PARTNERSHIP, 2.

PRIVILEGE—See ARREST; LIBEL.

PRODUCTION OF DOCUMENTS—See ATTORNEY, 3, 4.

PROHIBITION—See JURISDICTION.

PROMISSORY NOTE—See BILLS AND NOTES, 2, 3; INTEREST, 1, 2.

PUBLIC OFFICER—See STAMPS.

QUIA TIMET—See PRINCIPAL AND SURETY, 1.

REVIEWS.

THE REAL PROPERTY STATUTES OF ONTARIO, WITH REMARKS AND CASES. By Alexander Leith, of Toronto, Barrister-at-Law: Henry Rowsell, King Street, Toronto, 1869.—Vol. I.

If any professional man in good practice in Ontario were asked what new books he would like to see within his easy reach, he would probably say a collection of the Real Property Statutes with notes and cases (if possible from the pen of such a reliable authority as Mr. Leith), a consolidated digest of the Upper Canada reports, bringing the cases down to the present time, and a new edition of Harrison's Common Law Procedure Act.

In all these, we are likely soon to be gratified. Mr. Leith's first volume has been published; the digest is well on its way to completion, and three parts of the Common Law Procedure Act have been printed.

If we remember correctly, Lord Bacon says, in some of his writings, that every man is a debtor to his profession, and if debtors, we should try to pay our debts, not certainly all by writing books—that would be as improbable as it would be appalling—but in such ways as tastes and circumstances may direct. That Mr. Leith has gone far towards paying *his* debt, we have all reason to testify.

It is eminently proper that those who are specially learned in any particular branch of the laws, should give the public the benefit of their research, labour, or talent. This is particularly the case where, as in this country, from local differences in legislation, the many admirable text books of the old country fail to guide us. We should, therefore, always welcome, and, as far as in us lies, encourage all that appertains to Canadian legal literature. Let it not be imagined that, as a matter of money, law books in Canada "pay;" copying at three cents a folio would earn more money, nor does it even "pay" in the way that writers in England make capital out of their works; all the more credit then, say we, to those who have sufficient courage and