

5. The defendant agreed to purchase a piece of land, "with a water privilege attached," for the avowed purpose of erecting a mill on the land, and storing or booming the logs for his mill in the water adjoining.

Held, that this did not bind the vendor to retain the water in its then state for the purpose of securing to the defendant the benefit of such booming or storage; and that, notwithstanding the loss of the water privilege by reason of one of the dams having fallen into decay, the defendant was bound specifically to perform the agreement.

Hickson v. Clarke, 173.

6. *K.*, the plaintiff, a barrister and solicitor, who had been in the habit of acting professionally for the defendant, purchased from the defendant a "cottage and lot on the south-east corner of Gerard and Jarvis streets, in Toronto"—the conveyance for which was prepared by the plaintiff under the short forms of conveyances' Act, describing the premises by metes and bounds. These premises and a small additional portion of land were occupied by one *L.*, as tenant of the defendant, and at the extreme limit thereof was a water-closet, which had been, and at the time of the conveyance to the plaintiff was used with the premises:

Held, that the water-closet passed as appurtenant to the cottage, although distant nearly two feet from the extreme limit of the land conveyed to the plaintiff, and the defendant swore that he had never intended to convey any interest therein to the plaintiff.

Kerr v. Coghill, 179.

See also "Railway Company," 1.

STATION.

See "Railway Terminus."

COVENANT TO KEEP.

See "Railway Company," 1.

STRANGER.

[MONEY PAID BY.]

See "Invalid Sale."

SURETY.

See "Pleading," 1.

"Injunction," 1.