understandable detail, and no special skill or knowledge is required to make a reasonable deduction. *Fireman Ins. Co. of Baltimore v. J. H. Mohlman Co.*, 91 Fed. 85 (C.C.A. 2d 1898); *Mullins Lbr. Co. v. Williamson & Brown Lbr. Co.*, 255 Fed. 645 (C.C.A. 4th 1918); *Miller v. U.S.*, 71 F. (2d) 361 (C.C.A. 5th 1934). In jurisdictions which do admit opinion evidence should a further limitation be recognized when the ultimate issue involved is a mixed question of law and fact? Total disability, the problem the jury must decide in the principal case, depends both (1) upon the legal meaning attached to the phrase, as set forth in the instruction by the court, and (2) a determination of whether the physical condition of the plaintiff, as deduced from all the evidence, satisfies the requirements of that legal definition. When the witness uses the phrase "total disability" he is not only making inferences from his own observations or from the hypothetical facts stated to him, but he is also stating that the inference he has drawn satisfies the requirements of the law implicit in the phrase. This determination exceeds the function of a witness. *Hamilton v. U.S.*, 73 F. (2d) 357 (C.C.A. 5th 1934). See *U.S. v. Sauls*, 65 F. (2d) 886 (C.C.A. 4th 1933) (there is no certainty that the witness is applying the correct legal meaning to the phrase he used). The witness should not be permitted the use of words connoting the application of a legal standard unless the words are so qualified as to show clearly to the jury that they are being used in their ordinary sense and without reference to the legal meaning. In that case the opinion of the witness is merely one additional fact the jury will weigh in reaching their own conclusion. See opinion of McDermott, J. in *U.S. v. Steadman*, 73 F. (2d) 706, 711 (C.C.A. 10th 1934). What words used by the witness are of the type which may be said to embody a legal conclusion presents a problem for which no arbitrary solution exists. See 4 Wigmore, Evidence §§ 1958–60 (2d ed. 1923).

Tax Titles—Sale for Delinquent Taxes—Liability of Purchaser for Reassessed Tax—[Wisconsin].—In 1930, a Wisconsin county board declared void the 1923 tax assessment against certain real estate, cancelled the certficate that had been issued upon a sale of the *tax* in 1924, and made a reassessment. Upon non-payment of the reassessed tax, it was sold to the defendant county. The plaintiff company, holding title to the same land by virtue of certificates of sale issued in 1925, 1926 and 1927, for delinquent taxes of 1924, 1925 and 1926, sued to restrain enforcement of the lien based on the reassessment and to cancel the tax sale certificate held by the county. *Held*, the plaintiff is entitled to the relief sought because the reassessment for a year antedating the delinquent taxes sold to the plaintiff created no lien upon its title. *Nicolet Securities Co. v. Outagamie County*, 259 N.W. 621 (Wis. 1935).

The general rule is that a tax purchase is the foundation of a new and unencumbered title in fee simple. *Henrylyn Irrigation District v. Patterson*, 65 Colo. 385, 176 Pac. 493 (1918); *Davis v. Allen*, 224 Mass. 551, 113 N.E. 364 (1916); *City of Bayonne v. Kramer*, 13 N.J.M. 22, 176 Atl. 107 (1934); *State v. Liles*, 212 S.W. 517 (Tex. Civ. App. 1919); *Pereles v. City of Milwaukee*, 213 Wis. 232, 251 N.W. 255 (1933). A junior tax claim, therefore, "cuts off" claims based upon sales of earlier taxes. To hold that the plaintiff's lien was junior, when actually the county's lien was later in time, the Wisconsin Supreme Court resorted to the fiction of relation back of the lien of the reassessment to the year for which the original assessment had been made. This fiction has been used by the Wisconsin courts in cases involving the liability of a grantor, on his covenant against encumbrances, for a reassessed tax for a year antedating the sale of the land.

Peters v. Myers, 22 Wis. 574 (1868); *Evans v. Sharp*, 29 Wis. 564, 575 (1872); *Pier v. Fond du Lac County*, 53 Wis. 421, 10 N.W. 686 (1881); *Nelson v. Gunderson*, 189 Wis. 139, 207 N.W. 408 (1926). The problem in such cases is essentially one of the scope of covenants and does not involve the priority of rights acquired under tax sales. The essential question here was whether the holder of a tax title not only took free of an earlier tax sale but also of liability under a reassessment made after his purchase but intended to correct a tax erroneously levied and collected before the sale at which he acquired his interest. The problem was primarily one of policy with reference to tax collections and tax titles. If the county could not subject the plaintiff's interest in the land to the lien of the reassessment, it could not collect the tax at all. If the plaintiff's title were subordinated to such a lien, a considerable inroad would be made upon the rule that a tax purchaser buys a clear title. These were the two choices open to the court; it had to consider the consequences of selecting either.

Where no reassessment is involved, the reason for the rule that a junior tax lien is paramount is plain. Protection of tax purchasers to this extent promotes the collection of taxes, for this priority is a strong inducement to the investment of funds in delinquent taxes. To the extent that possible liability for taxes reassessed for a year prior to the sale prevented the purchase of delinquent taxes, the county's collection of its assessments would be reduced. It would appear advisable to offer prospective tax purchasers immunity from this liability also, if failure to do so would be likely to result in an appreciable decrease in tax collections. The main argument against the decision in the instant case is that it is not necessary, as a matter of policy, to give tax purchasers this protection against reassessment, for the inducement is probably sufficient without it. A tax purchaser by necessity, such as a mortgagee, is chiefly motivated by a concern for his existing interest in the land. A tax purchaser who buys solely to acquire an interest usually makes an investment small in proportion to the value of the land. If the owner redeems, the tax purchaser receives his money back with interest at a high rate; if the owner does not redeem, the purchaser has obtained a bargain in real estate. The remote possibility of a reassessment for a year prior to the sale would hardly deter the speculative investor, nor would such liability be an unfair burden upon one whose original investment in the land was much less than its total value. Arguments of policy are therefore available on either side. Of the two choices, the one made by the Wisconsin court is to be preferred. It is more consistent with the policy of protecting tax purchasers, will not affect tax sales unfavorably, and should improve the vendibility of tax titles.