of nuisance, in which the Court of Appeal reversed the judgment of Pearson, J. (26 Ch. D. 194). The plaintiff and defendant were owners of adjoining lands, and had each a deep well on his own land, the plaintiff's being at a lower level than the defendant's. The defendant turned sewage from his house into his well, and thus polluted the water which percolated underground into the plaintiff's well. The plaintiff claimed an injunction. Mr. Justice Pearson dismissed the action, but the Court of Appeal held that although the plaintiff had no property in the percolating water until he had appropriated it by pumping, and although he appropriated the water by the artificial means of pumping, he had, nevertheless, a right to restrain the defendant from polluting the source of supply. Lindley, L.J., very shortly states the principle on which the Court proceeded in the following passage: "*Prima facie* every man has a right to get from his own land water which is naturally found there, but it frequently happens that he cannot do this without diminishing his neighbour's supply. In such a case the neighbour must submit to the inconvenience. But *prima facie* no man has a right to use his own land in such a way as to be a nuisance to his neighbour, and whether the nuisance is effected by sending filth on to his neighbour's land, or by putting poisonous matter on his own land and allowing it to escape on to his neighbour's land, or whether the nuisance is effected by poisoning the air which the neighbour breathes, or the water which he drinks, appears to me wholly immaterial."

Chose in action—Equitable assignment.

In the case of *Percival* v. *Dunn* (29 Ch. D. 128) we have a decision of Bacon, V.C., holding that a mere order by a creditor to his debtor to pay a third party a certain sum of money without reference to any particular fund or debt due by the debtor, does not amount to an equitable assignment. The learned judge thus stated the ground of his decision: "In *ex parte Hall* (10 Ch. D. 615), there was an order to pay out of a particular fund, and so in *Burn* v. *Carvalho* (4 My. & Cr. 690, 702), and *Brice* v. *Bannister* (3 Q. B. D. 569); and if I found in this case similar words referring to a particular fund due, or belonging to the writer of these requests, I should be bound to follow those authorities; but I find nothing like such words in these documents. There is nothing in them to the effect that the sums mentioned were to be paid out of a fund for which Dunn was answerable, or which he was under any obligation to pay."

Disentailing deed—Mistake—Rectification.

Hall-Dare v. *Hall-Dare* (29 Ch. D. 133) furnishes a useful illustration of the danger incurred in combining in a disentailing deed any other matters which may properly form the subject of a separate conveyance. In this case a disentailing deed was executed, and to it was added a re-settlement of the property which could have been effected by a separate deed. In this part of the deed a mistake occurred which the suit was brought to rectify. But the Court (Bacon, V.C.) held that although the mistake was one which, if it had occurred in any other conveyance, might have been properly rectified, yet forming as it did part of a disentailing deed, the ordinary jurisdiction of the Court was by 3 and 4 Wm. IV. c. 74, s. 47 (R. S. O. c. 100, s. 36), taken away in such cases, and therefore the relief claimed must be refused.

Will—Gift of residue.

The following case, *In re Rhoades* (29 Ch. D. 142), is another decision of Bacon, V.C., and turns upon the construction of a will whereby the testator bequeathed the residue of his personal estate to his wife, and after her death to his sister and three brothers in equal shares; but directed that in the event of his sister dying un-