LANDLORD AND TENANT — LEASE TO TRUSTEE — COVENANT BY LESSEE IN TRUST TO REPAIR — OCCUPATION OF DEMISED PREMISES BY CESTUI QUE TRUST —CESTUI QUE TRUST, LIABILITY OF, FOR BREACH OF TRUSTEE'S COVENANT.

Ramage v. *Womack* (1900) 1 Q.B. 116, was an action brought by a landlord who had leased certain premises to a trustee, who had entered into a covenant to repair, to recover damages for breach of this covenant from the cestui que trust who had been in the actual occupation and enjoyment of the premises. The preliminary question of law, as to whether there was any liability, was tried without pleadings by Wright, J., who held that the defendant was under no liability, legal or equitable, to the plaintiff under the covenant made by her trustee, and he dismissed the action.

FRAUD—FALSE REPRESENTATION—TESTIMONIALS, IMPROPER USE OF — INJUNCTION.

Tallerman v. *Dowsing Radiant Heat Co.* (1900) 1 Ch. 1, is an action to restrain the defendant company from printing or publishing circulars containing any press notice written in favour of the plaintiff's business, so as to suggest or lead to the belief that such notice referred to the defendant's business. The facts were as follows: The plaintiff had invented a system of treating diseases by the local application of hot air, and there appeared in a medical paper a favourable account of this system, with particulars of its application to certain uses. The defendant was the inventor of a rival system of hot air treatment, and circulated among the patients of the plaintiff a pamphlet for the purpose of advertising the defendant's system, in which were inserted extracts from articles written by certain physicians in reference to the plaintiff's system which had been published by *The Lancet*, but which extracts omitted anything to shew that they in fact related to the plaintiff's system; and the extracts were so made that a reader would infer that they related to the defendant's system. There was evidence that some of the plaintiff's patients had been misled by these extracts, but there was no evidence of any actual damage to the plaintiff. Stirling, J., was of opinion that, as it was admitted there had not been any attempt by the defendants to pass off his system as that of the plaintiff's, there was no ground for granting an interlocutory injunction, although he conceded that the plaintiff had reason to complain of the defendants' action. An appeal was taken from this decision, and it was agreed that it should be treated