affects the water in that brook, and also the water of the lake in the park of the plaintiff. I think, upon the evidence, that it has done so for a considerable time; that it has increased of late; and that it is perceptibly increasing from time to time, according as fresh houses contribute their sewage to the brook. This is a matter of very great importance; and it has been suggested to me in argument, as a matter that ought to be regarded, that private interests must give way to public interests, that the Court ought to regard what the advantage to the public is, and that some little sacrifice ought to be made by private individuals. I do not assent to that view of the law on the subject. My firm conviction is, that in this, as in all the great dispensations and operations of nature, the interests of individuals are not only compatible with, but identical with the interests of the public; and although in this case I have only to consider an injury to a private individual, yet I believe that the injury to the public may be extremely great by polluting a stream which flows for a considerable distance, the water of which cattle are in the habit of drinking, the exhalations from which persons who reside on the banks must necessarily inhale, and this at a time when the attention of the public and the Court is necessarily called to the fact that the most scientific men who have examined the subject are unable to say whether great diseases among cattle, and contagious diseases affecting human beings, such as cholera or typhus and the like, may not in a great measure be communicated or aggravated by the absorption of particles of feculent matter into the system, which are either inappreciable or scarcely appreciable by the most minute chemical analysis. It is impossible in that state of things to say what amount of injury may be done by polluting, even partially, a stream which flows a considerable distance." Goldsmid *v.* Tunbridge Wells Improvement Commissioners, Eq. 161.

Release—Covenant.—A voluntary declaration by a creditor, that he intends to release his debtor from a debt, though not amounting to a release at law, may, nevertheless, be held in equity to be a representation which the creditor is bound to make good. Where, therefore, a mortgagee, on hearing that his son-in-law, the mortgagor, was about to sell the mortgaged property, (a house occupied by the mortgagor,) in order to pay off the debt, wrote that he might continue to live there without paying any rent, it was held that the mortgagor was entitled to redeem, on paying the principal, together with interest from the last day on which interest fell due, previously to the death of the mortgagor. Yeomans *v.* Williams, Eq. 184.

User—Dedication.—A dedication from user can only be presumed in favour of the public generally, and not in favour of the inhabitants of a particular parish. Vestry of Bermondsey *v.* Brown, Eq. 204.

Company—Contract to take Shares.—The *Leeds Banking Company* having decided upon issuing their reserved shares, addressed a circular to the shareholders, offering them one new share for every five shares held by them, to be paid for on a day named, and requesting to know whether, in the event of any shares remaining, they would wish to have any additional shares. *Addinell* was offered four shares in respect of the twenty held by him, and in answer to the circular he agreed to take his proportion of allotment, and asked for additional shares if he could have them. The reply stated that the directors had allotted him four extra shares in addition to the four shares already accepted by him. In this reply there was a further clause not contained in the first circular, that if the amount were not paid by the day named, the shares would be forfeited. Nothing further was done, and no payment was made in respect of any of the shares:—*Held,* that a contract was constituted in regard to the first four shares by the offer and the acceptance; but the contract was not complete as to the four extra shares, by reason of the clause of forfeiture, which was a new term added to the contract and not accepted by payment within the time specified. Addinell's case, Eq. 225.

Nominal Consideration.—A nominal consideration being expressed in a deed, does not prevent the admission of evidence *aliunde* of the real consideration, provided such real consideration be not inconsistent with the deed. Leifchild's case, Eq. 231.