and value of its own independent and separable from the rest of the soil."

RENT CHARGES—GRANT SUBJECT TO—GRANT OR RESERVATION—EVICTION OF GRANTOR FROM PART OF LAND SUBJECT TO RENT CHARGE—APPORTIONMENT.

Hartley v. *Maddocks* (1899) 2 Ch. 199, involves two questions, first the construction of a deed, and second the right to apportionment of a rent charge, where the grantor subject to the charge is evicted from part of the land. The deed in question was in a somewhat peculiar form, it was made in 1840 by one Bramwell to one Bailey to the use that Bramwell the grantor should receive a perpetual rent charge and subject, and charged as aforesaid, to dower uses in favour of Bailey, and by the same deed Bailey granted to Bramwell in fee the same rent charge out of the land thereby granted. In 1898 Bailey's successors in title were evicted from part of the lands by title paramount, and thereupon claimed an apportionment of the rent charge. Bramwell's successors in title, on the other hand, claimed that the rent charge was payable in full out of the remainder of the land, on the ground that Bailey had granted the rent charge to Bramwell; but Cosens-Hardy, J., agreed with the plaintiff, that the effect of the deed of 1840 was to reserve the rent charge in favour of the grantor, and that the grant thereof in the deed by Bailey was therefore inoperative, as it was already vested in the grantor under the reservation, and therefore the grantee and his assigns were entitled to have the rent charge apportioned, to be fixed not according to the acreage, but according to the respective values of the properties at the date of eviction.

STATUTORY POWERS—GAS COMPANY—NUISANCE.

In *Jordeson* v. *Sutton S. & D Gas Co.* (1899) 2 Ch. 217, the Court of Appeal (Lindley, M.R. and Rigby and Williams, L.JJ.) have affirmed the decision of North, J., (1898) 2 Ch. 614, (noted ante p. 108). Williams, L.J., however while agreeing with the rest of the Court that the defendant's statutory powers gave them no right to carry on their works so as to create a nuisance, was of opinion that no nuisance had been proved, giving the plaintiffs any right of action, because in his view of the facts the subsidence complained of had been caused merely by the withdrawal, through the defendants' draining operations on their own lands of subterranean water-support of the plaintiff's land, and that on principle,