that the defendants were not liable, for C., and not they caused or permitted the injury: "They are not liable on the ground that it is a disturbance by a person lawfully claiming under them, because the lease gave C. no lawful claim to do the act complained of. (It would be giving a very strained and violent effect to the words 'waters and watercourses' in the lease to C. if we held they were an authority to the lessee thus to injure at once his neighbour and the soil of the demised farm by an accumulation of water.) They are not liable on the ground that they demised to C. a thing dangerous or injurious to the plaintiff, even assuming such ground to be sufficient, for the drainage system is not found to have been improperly constructed, and it was injurious only when used to carry off more water than it could carry away, and unless on one or other of these three grounds we do not see that the defendants can be liable, whether under their covenant for quiet enjoyment or under the law of trespass or nuisance." But as to the latter injury the Court held the defendants were liable. As to this they say: "The damage here has resulted to the plaintiff from the proper user by C. of the drains passing through the plaintiff's land, which were improperly constructed. In respect of this proper user C. appears to us to claim lawfully under the defendants by virtue of his lease, and to have acted under the authority conferred on him by the defendants. . . . It appears to us to be in every case a question of fact whether the quiet enjoyment of the land has or has not been interrupted; and where the ordinary and lawful enjoyment of the demised land is substantially interfered with by the acts of the lessor, or those lawfully claiming under him, the covenant appears to us to be broken, although neither the title to the land nor the possession of the land may be otherwise affected."

PROSPECTUS—FALSE AND FRAUDULENT STATEMENTS.

Of *Bellairs* v. *Tucker*, p. 562, it seems sufficient to say that it illustrates the length to which a prospectus of a company may go in puffing the company, provided the statements in it are expressions of hope or belief only, and not statements of alleged existing facts.

INTERPLEADER—TAKING INDEMNITY.

At p. 632 is a case entitled, *In the matter of an interpleader issue between Thompson and Wright*, which decides that the objection that a stake-holder (and the same would presumably apply to a sheriff) has, by merely taking an indemnity from one of two rival claimants to property in his hands, disentitled himself to relief under the Interpleader Acts because he has identified himself with and must be taken to "collude" with the claimant who gave the indemnity, cannot be raised by that claimant himself, and the decisions in *Tucker* v. *Morris*, 1 Cr. & M. 73, and *Betcher* v. *Smith*, 9 Bing. 82 do not apply. It may be observed that this is a case where application had been made under the new English rule of 1883 whereby the benefits of interpleader under the Judicature Act is extended to all who are in possession of goods to which claims are made, though they may not have been actually sued.

PATENT—INFRINGEMENT—INJUNCTION.

Passing now to the October number of cases in the Chancery Division, the first which calls for special notice here is *United Telegraph Company* v. *London and Globe, etc., Company*, p. 766. In this case the defendants were in possession of a number of machines which infringed the plaintiff's patent. On the plaintiffs bringing an action to restrain the infringement, the defendants excused themselves on the ground that they did not intend to use the machines. BACON, V. C., granted the injunction but refused to order the destruc-