

the investment of the money in the ground rents was, under the circumstances, unauthorized, and a technical breach of trust, and that there was consequently a right to re-sell the land for the purpose of replacing the fund, and that as the purchaser had purchased even with notice of the trust character of the property, he was nevertheless protected, as the purchase money reached the hand of the person entitled to receive it, and he was not accountable for his subsequent misapplication of it.

WATERCOURSE—ARTIFICIAL CHANNEL—TEMPORARY PURPOSE.

In *Burrows v. Lang* (1901) 2 Ch. 502, the plaintiff claimed to restrain the defendant from interfering with his enjoyment of a watercourse in which he claimed an easement. The facts were that the owner of two adjoining properties, on one of which was a mill, and on the other a farm, had diverted a stream so as to form a pond on, and for the purposes of, the mill property, and the cattle on the farm were usually watered at this pond. He sold the farm property to the plaintiff in 1886, without any reference to any right in the pond, and the mill property to the defendant in 1893, without any exception or reservation. The defendant put a fence fencing off the pond, which was altogether on his land, so as to prevent the access of the plaintiff's cattle thereto, and had cut off the water at the intake. The plaintiff claimed that under his conveyance all watercourses passed, including the easement of user of the pond in question, but Farwell, J., held that the diverting of the stream was for a "temporary" purpose only, viz., the user of the mill, and that under the plaintiff's deed no right had been conveyed in the mill pond, or any easement therein, and consequently the action failed.

COMPANY—NAME OF COMPANY—FRAUD—TRADE NAME—FOREIGN FIRM—INJUNCTION.

La Societe Anonyme, etc., v. Panhard L. M. Co. (1901) 2 Ch. 513, was an action by a foreign firm, which had no agency in England, but whose goods were in fact frequently imported into England, to restrain the defendant company from using as its trade name a fraudulent imitation of the name of the plaintiff company. Farwell, J., held that the fraudulent purpose of the defendants was established, and that the plaintiffs were entitled to an injunction both as against the defendant company, and the defendants who had signed the memorandum of association, and who were restrained from allowing the defendant company to remain registered under the name in question.