

RECENT ENGLISH DECISIONS.

actual situation, and, if he thinks fit, to represent its value. That is within the scope of the agent's authority; and when the authority is changed, and instead of being an authority to let it becomes an authority to find a purchaser, I think the authority is just the same. I think the principal does thereby authorise his agent to describe, and binds him to describe truly, the property which is to be the subject disposed of; he authorizes the agent to state any fact or circumstance which may relate to the value of the property."

LAW OF MORTMAIN—INTEREST IN LAND.

There is little necessity to dwell long on the next case, *Servis v. Laurence*, p. 202. The main point decided was that an assignment by way of mortgage of a portion of the rates levied on the occupiers of certain lands under an Act for the improvement of a certain estate, which rates were, under the Act, recoverable by distress, did not create an interest in land within the meaning of the Mortmain Act. Bacon, V.C., observes:—"A man who has a power of distress has no interest in the land. A landlord or lessor, while the lease subsists, has no present interest in the land; but he has a right to go, by common law and under the Act relating to distress of William and Mary, (2 W. & M. c. 5,) on to the land and then and there to take all such chattels as can properly be a subject of distress."

COVENANT TO BUILD—RUNNING WITH THE LAND.

The next case, *Andrew v. Aitken*, p. 218, may also be dismissed in a few words. Land was granted in fee in consideration of a rent-charge, and the deed of grant contained a covenant to build houses on the land, at the request of the grantor, the rent of which should be double the value of the rent reserved by the deed, without limiting any time within which such building was to be required. Fry, J., held that such a covenant was an unusually restrictive one, and, therefore, it was misrepresentation to say that the land was not subject to any covenants "un-

usually restrictive." He also said it might be that although the assignee of the grantee of the land was not liable affirmatively on such covenant, he might be called on to allow the house to be built in accordance with the covenant.

INJUNCTION.

The next case, *Attorney-General v. Acton Local Board*, p. 221, is a case in which an injunction was granted in the absence of proof of substantial damage, on the ground that the defendants by their pleading claimed a right to continue doing that which the Court held they were not entitled to do.

PUBLIC BODIES—PRIVATE RIGHTS.

This case is somewhat similar to that of *Northwood v. Township of Raleigh*, in which Boyd, C., recently delivered judgment, and which decides that the common law rights and liabilities in respect to the over-flowing of lands, are not affected by our Drainage Acts. Similarly, *Attorney-General v. Acton Local Board*, decides that notwithstanding the obligation imposed on a local board by the Imp. Public Health Act, 1875, to drain the district, their right to send the sewage of their district, directly or indirectly, into the sewers belonging to the sanitary authority of an adjoining district, is, in the absence of express enactment or agreement, no higher than the right of a landowner to send sewage from his land, on to the land or into the drains of a neighbouring landowner. Fry, J., says:—"I consider it to be well established that local boards are bound to perform their statutory duties without injury to their neighbours. They cannot create a nuisance affecting a neighbour, and in my judgment, they cannot cast upon a neighbour a greater burden than he is already bound to bear."

WILL—CONSTRUCTION—DEATH.

The whole point of the next case requiring notice here, *Elliott v. Smith*, p. 236, appears in the following extract from the judgment (Fry, J.):—"It appears to me that by a series of cases, it has been decided that where there