

demised premises in repair. The covenant was contained in an under-lease, of which four years were unexpired; the lessor's reversion was only for ten days. There was evidence that at the expiration of the superior lease the property would probably be useless except as a building site, and the defendant contended that the measure of damages was the difference between the value of the buildings for the purpose of removal, if put in repair, and their value for that purpose if not repaired. The referee, however, held that the proper mode of estimating damages was to ascertain what it would cost to put the buildings in repair, deducting therefrom a discount in respect of the unexpired term, and this principle the Court of Appeal (Lindley, Lopes, and Rigby, L.JJ.) held to be correct.

PRACTICE—SUSPENSION OF INJUNCTION GRANTED BY COURT OF APPEAL—EXTENSION OF TIME—JURISDICTION.

In *Shelfer v. City of London Electric Lighting Co.*, (1895) 2 Ch. 388; 12 R. Sept. 83, the Court of Appeal had varied a judgment directing an inquiry as to damages occasioned by a nuisance, and had granted an injunction, but suspended its operation for a certain time. The defendants desired to obtain a suspension of the injunction for a further period, and applied to Kekewich, J., who doubted whether he had jurisdiction; the application was then made to the Court of Appeal, who granted, but in doing so intimated that Kekewich, J., could entertain the motion.

AIR—RIGHT TO ACCESS OF AIR—NUISANCE.

In *Chastey v. Ackland*, (1895) 2 Ch. 389; 12 R. Sept. 62, the defendant had erected on his premises a building which had the effect of preventing the free access of air to the plaintiffs' premises, and, in consequence, the effluvia from a urinal in the neighbourhood of the plaintiffs' premises and from the closets on their own premises were not so effectually carried off as prior to the erection of the defendant's building. Cave, J., granted an injunction to remove the building; but the Court of Appeal (Lindley, Lopes, and Kay, L.JJ.) were unanimously of opinion that, in the absence of contract, or proof of immemorial user, the erection in question gave no right of action, and the decision of Cave, J., was reversed.

ERRATA.—P. 435, 5th and 13th lines, for "Ont. Rule 332" read "Ont. Rule 276." P. 479, 8th line from bottom, for "not" read "now."