

notice by a municipal body requiring him to pull down or render secure part of the buildings on the premises as being a dangerous structure. On November 9th the vendor was served with an order of the Police Court requiring him to do the repairs within fourteen days. The vendor then made the present application for a declaration that the purchaser was bound to bear the expense of complying with the order. Eady, J. held that as under the contract the purchaser had the right to call for proof that all of the covenants under the lease had been performed up to the 6th November, the vendor was therefore bound to bear the expense; and he also held that a receipt for the last payment of rent was not evidence of performance of the covenants under the Conveyancing Act, where, as in this case, "the contrary appeared."

EASEMENT — LIGHT — DEROGATION FROM GRANT—BUILDING AGREEMENT — PLACE—CONVEYANCING AND LAW OF PROPERTY ACT 1881 (44 & 45 VICT. C. 41) S. 6—(R.S.O. C. 119, S. 12)

Godwin v. Schweppes (1902) 1 Ch. 926, is an illustration of the rule that though as laid down by Tindal, C.J. in *Swansborough v. Coventry* (1832) 2 Moo. & S. 362, 369; 35 R.R. 660, where the same person possesses a house having the actual use and enjoyment of certain lights, and also possesses the adjoining land, and sells the house to another person, although the lights be new, he cannot nor can anyone claiming under him build upon the adjoining land so as to obstruct or interrupt the enjoyment of those lights, yet this rule does not entitle a grantee of a house with the lights under words imported into the grant by the Conveyancing Act 1881, s. 6, (R.S.O. c. 119, s. 12) to any easement or light inconsistent with the intention to be implied from the circumstances existing at the time of the grant and known to the grantee, as was determined in *Birmingham v. Ross*, 38 Ch. D. 295. In the present case a block of houses was erected on the land of Oxby by one Sage under an agreement made in 1884, which also contemplated the erection of other buildings on the adjoining land of Oxby. In 1886 Oxby conveyed the block of houses to Sage, the foundations for the buildings on the adjoining land were then laid, and the wall of the house adjoining it was built as a party wall with apertures for chimneys, etc. In the conveyance of the houses to Sage a plan was embodied indicating the party wall and the proposed buildings on the adjoining land. The buildings on the adjoining land were