

a statute." These criticisms were passed by two learned authorities we have mentioned while delivering their respective judgments in the House of Lords in the celebrated case of *Colls v. Home and Colonial Stores Limited*, 90 L.T. Rep. 687; (1904), A.C. 179, at pp. 183, 191. That case deprived of their authority fully one-half of the reported cases on the law of light. Under these circumstances it is not surprising that this branch of the law as it stands to-day should contain a large number of striking anomalies. Some of the most important of these we propose to discuss in this article.

At the outset it may be well to remind the reader that there is no general right to light for the windows of a building. A man commits no wrong by obstructing his neighbour's light. But a right to light may be acquired, and when acquired, any interference with the light by the neighbour is actionable—provided the interference be such as to cause a nuisance in the eye of the law.

The mere mention of the law of light will bring to the mind of the average reader the time-worn phrase "ancient lights." This phrase in itself stands for one of the most striking of legal anomalies. Our law is most persistent in upholding a man's right of doing what he wishes with his own. But it is not consistent, as we shall shew, to persist in upholding this principle and at the same time to uphold the principle embodied in the term "ancient lights."

A man may build on his land, or he may refrain from building on it, and may put it to any other use he pleases. He may sell the right of building on it, and may in this way bind the land with an obligation not to build on it. He may sell a light easement to his neighbour, and thus deprive himself of his right of building. All this is highly consistent with the main principle that a man may do with his own as he pleases. No hardship results from his sale of the easement. His land, it is true, is thenceforth charged with an obligation in the hands of subsequent purchasers who cannot shake off the burden. But these purchasers will have paid less for the land than they would have done had the land been free of the obligation.