

where the lessee of premises has, under the Prescription Act 1832 (2-3 Wm. IV. c. 71) s. 3—(R.S.O. c. 133, s. 36), acquired an easement of light, his lessor cannot, by conveying the reversion to the owner of the fee of the servient tenement, defeat or extinguish the easement so far as the lessee is concerned.

LANDLORD AND TENANT—TRADE FIXTURE—HIRE PURCHASE AGREEMENT—CHattel AFFIXED TO FREEHOLD—GAS ENGINE—DISTRESS.

*Crossley v. Lee* (1908) 1 K.B. 86 was an appeal from a County Court, and the question for decision was whether a gas engine which had been procured under a hire purchase agreement by a tenant of certain premises, and secured to the floor of the premises by bolts and screws was distrainable for rent. The Divisional Court (Phillimore and Walton, JJ.) held that the engine had been affixed to the freehold, and therefore was not liable to distress, although the tenant might have a right to remove it as a trade fixture, and that the plaintiff was entitled to recover damages for its removal. It is a remarkable circumstance about this case, that the plaintiff was not the tenant, but the person from whom the tenant had got the engine, and who claimed that the engine was his property. It looks, however, as if it was a case of *damnum absque injuria*, because if the engine were affixed to the freehold as the Court holds it was, then it had ceased to be the plaintiff's property, and therefore even if the distress were wrongful as against the tenant, the plaintiff had no right to complain. In connection with this case it may be well to refer to the recent decision of the Court of Appeal in *Ellis v. Glover*, 124 L.T. Jour. 238, where it was held that persons in the same position as the plaintiff in this case, were liable for removing the fixtures without the consent of a mortgagee of the premises.

LANDLORD AND TENANT—COVENANT RUNNING WITH THE LAND—COVENANT BY SUB-LESSOR TO PERFORM COVENANTS OF HEAD LEASE OR INDEMNIFY SUB-LESSEE—COVENANT FOR QUIET ENJOYMENT—32 HEN. VIII. c. 34, s. 2—(R.S.O. c. 330, s. 13.)

In *Dewar v. Goodman* (1908) 1 K.B. 94 the Court of Appeal (Lord Alverstone, C.J., and Buckley and Kennedy, L.JJ.) have affirmed the judgment of Jelf, J., (1907) 1 K.B. 612 (noted ante, vol. 43, p. 399). The action was brought by an assignee