

EASEMENT—LIGHT—PRESCRIPTION—RESERVATION IN LEASE OF RIGHT TO OBSTRUCT LIGHT.

Turning now to the cases in the Chancery Division, *Mitchell v. Canhill*, 37 Chy. D. 56, first claims attention. In this case a land owner granted a lease to the plaintiff of a house and land, with their appurtenants, except rights, if any, restricting the free use of any adjoining land, or the appropriation, at any time thereafter, of such land for building, or other purposes, obstructive, or otherwise. And it was held by the Court of Appeal (Cotton, Lindley and Lopes, L.JJ.) that the tenant might, notwithstanding the reservation, acquire under the Statute of Limitations, an easement to the enjoyment of light and air; and when more than twenty years after the making of the lease, a lessee of the adjoining land from the same landlord commenced to build in such a way as to obstruct the plaintiff's light, it was held the plaintiff was entitled to an injunction. The case is also worthy of note from the fact that an application for an interim injunction having, as the Court of Appeal held, been erroneously refused, and the defendant having, in consequence, gone on and erected his building *pendente lite* it was held that the plaintiff, should he ultimately succeed in the action, would be entitled to a mandatory injunction for its removal.

FIXTURES—MORTGAGOR AND MORTGAGEE—LEASEHOLD.

Southport & West Lancashire Banking Co. v. Thompson, 37 Chy. D. 64, is a decision of the Court of Appeal (Cotton, Lindley and Lopes, L.JJ.), upon the construction of a mortgage of leaseholds, whereby it is determined that words which in a conveyance in fee are sufficient to pass trade fixtures, will have the same effect when the mortgage is of leasehold property by sub-demise, with this qualification, that in the latter case the absolute property in such trade fixtures as separate chattels, with the right to remove and sell them, will not pass to the mortgagee, unless an intention to that effect is apparent on the deed. A statement of Blackburn, J., in *Hawely v. Butlin*, 8 Q. B. D. 290, which apparently leads to the conclusion that the fixtures would not pass to the mortgagee of leaseholds, is explained.

LEASE—RESTRICTIVE COVENANTS—COVENANT NOT TO PERMIT NOISOME BUSINESS—UNDER-LEASE—INJUNCTION.

Hall v. Ewin, 37 Chy. D. 74, is a case in which an unsuccessful attempt was made to extend the doctrine of *Tulk v. Moxhay*, 2 Ph. 774. The plaintiff demised a house for ten years to one Tarlington, subject to a covenant that the lessee, his executors, administrators and assigns, would not use the premises, or permit or suffer them to be used by any person for any noisome or offensive business. Tarlington granted an underlease of the house, which was assigned to the defendant Ewin. Ewin underlet the house to McNeff, who opened a wild beast show. The plaintiff brought an action for an injunction against both Ewin and McNeff to restrain the use of the house in that manner. There was no evidence that Ewin had consented to the use of the house, in the objectionable manner, and it did appear that after complaints had been made he had