

vation of support through natural causes. In short, there has been little or no development of the law along the lines of horizontal ownership. Yet the possible existence of absolute ownership in floors of a building, apart from ownership of the soil on which the building stands, appears to be judicially recognised. Thus Lord Justice Fry, in delivering the judgment of the Court of Appeal in the case of *Duke of Devonshire v. Pattinson*, 20 Q.B. Div. 263, at pp. 273, 274, spoke of a grant and conveyance of a set of chambers in our Inns of Court, and of a flat in a house constructed in flats, as if it were very much the same thing as a grant of a seam of coal.

Whatever difficulties there may be with regard to absolute perpetual ownership in floors of buildings apart from the soil, it is an everyday occurrence for rooms and sets of rooms and floors to be demised for terms of years. There is not the same element of permanency in dispositions of this kind, so difficulties of the kind mentioned above do not arise. The rights of the tenant under a lease, under an agreement for a lease, or under a tenancy agreement necessarily depend on the terms of the document, and express provisions are usually inserted defining the respective rights and obligations of the parties. Suppose, however, that the express provisions include only, (a) a general definition of the demised premises, as, for instance, as such and such rooms on such a floor in such a building; (b) the term for which the premises are demised and the date from which the term is to run; and (c) the amount of the rent and the times and manner when and in which the rent is to be paid. What are the general rights of the tenant?

In the first place, such a demise would pass a right of way through the entrance hall and over the staircase. But it does not at all follow that every square foot of the entrance hall and staircase is subject to the right of way. Thus in the case of *Strick and Co. Limited v. City Offices Limited* 1906, 22 Times L. Rep. 667, where the lessees of a set of offices in a certain block of buildings claimed the right of preventing their lessors from altering the dimensions of the large entrance hall, on the ground