

entitled to £2,000 as damages. The Court of Appeal (Cozens-Hardy, M.R. and Eady, L.J., and Pickford, J.) reversed the decision of Joyce, J., holding that there being an express covenant to build, an implied covenant to build did not arise on the covenant to repair, and therefore that no right of re-entry had arisen. Consequently, so far as the claim to possession was concerned, the action was dismissed; but a reference was directed to inquire what damages the plaintiff had sustained by reason of the breach of the covenant to build, such damages to be assessed on the footing that the lease was still subsisting, and that the plaintiff had not established a right to re-entry.

VENDOR AND PURCHASER—CONTRACT—ENJOYMENT OF LIGHT—
AGREEMENT PREVENTING ACQUISITION OF RIGHT TO LIGHT—
NON-DISCLOSURE—SPECIFIC PERFORMANCE—FORCING TITLE
ON PURCHASER.

Smith v. Colbourne (1914), 2 Ch. 533. This was an action for the specific performance of a contract for the sale of land and buildings. On investigating the title, the purchaser discovered that an agreement had been made by the predecessor in title of the vendor whereby certain windows affording light to the premises had been kept open by agreement with the owner of adjoining property. This agreement had not been disclosed to the purchaser, and it was claimed that it amounted to a material mis-description of the premises of such a character as to relieve the defendant from his purchase. Astbury, J., who tried the action, gave effect to the objection and dismissed the action with costs, but the Court of Appeal (Cozens-Hardy, M.R., Eady, L.J., and Pickford, J.) reversed his decision. The contract in question was contained in a lease in which there was no mention of the windows, and the Court of Appeal held that in such circumstances there was no implied warranty that *de facto* windows were ancient lights. That the agreement which prevented the statutory period of prescription from beginning to run did not constitute an incumbrance on the property, and there was no obligation on the part of the vendor to disclose its existence. The Court, moreover, held that the title was not too doubtful to be forced on an unwilling purchaser.