house, which he shortly after erected at a cost of £1,500. The first tenant for life died, and the second tenant for life became legal tenant for life in possession of the settled estate. The lease was never actually granted. On the death of the second tenant for life the remainderman declined to recognize the right of the executor of the second tenant for life to a lease, on the ground that the benefit of the agreement for a lease or equitable term thereby created had become merged, or extinguished, in the legal life estate of the termor. Farwell, J., however, held that the principle applicable to the merger of charges in equity, applies also to the merger of leases, and the Court is guided by the intention, and, in the absence of evidence of any express intention, will be guided by a consideration of what would be most for the benefit of the person in whom the two estates became vested, and in the present case he held the presumption was clearly against any merger, and specific performance of the agreement was accordingly decreed.

INJUNCTION — NUISANCE — ADJOINING PREMISES — REASONABLE USE — ALTERATIONS.

Sanders-Clark v. *Grosvenor Mansions Co.* (1900) 2 Ch. 373, was an action by a lessee to restrain a nuisance by the lessee of adjoining premises. The plaintiff was a lessee of a flat, and the defendant D'Allessandri was lessee from the same landlords of the premises immediately underneath the plaintiff's flat, and carried on there the business of a restaurant. In order to do this he made certain alterations in his flat, put up a large cooking range in place of a small grate formerly in the kitchen, and substituted wire gauze for glass in a window. The flue was not properly constructed for the large range and caused undue heat and danger to the plaintiff's premises. The plaintiff complained that D'Allessandri conducted his premises so as to cause an intolerable nuisance to her by noise, heat, and smell, and brought an action for an injunction against him and also against their common landlords, but the action was discontinued as against the latter. Pending the action the defendant made alterations to remedy the defect in the flue. Buckley, J., who tried the action, held that the defendant by the alterations he had made in the premises, and the mode in which he carried on his business, had created a nuisance, and that the proper test was whether he was using his