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*LEASES OF ROOMS.*

In the recent case of *Goldfoot v. Welch*, 109 L.T. Rep. 820; (1914) 1 Ch. 213, Mr. Justice Eve was called upon to decide whether a demise of rooms, on two floors of a building, comprised the external walls of the rooms. The decision was, of course, necessarily a decision on the true meaning and construction of the particular document evidencing the demise, but it throws much light on the question of the rights of tenants of rooms, and the way in which leases of rooms and floors are generally to be construed. Having regard to the prevalent habit of flat-dwelling, and to the present practice of converting houses into maisonnettes, upper parts, and so forth, the law touching the rights of tenants of this form of property must necessarily become of increasing importance. As there is a marked paucity of judicial decision defining their rights, any reported case upon the subject will serve a useful purpose.

The Englishman's predilection for the soil, illustrated by the former prevalent form of building in towns—the vertical instead of horizontal form of ownership and occupancy—is, no doubt, the reason for the undeveloped state of the law in this respect. That predilection led to the legal conception embodied in the maxim *Cujus est solum ejus est usque ad cælum*. Rights of ownership in land and buildings are almost universally founded on this conception. So much so, that it is an open question to-day what the effect would be were an owner to erect a building and then to purport to convey the different floors to different grantees in fee simple. It is doubtful whether the grantee of a lower floor and his successors would be under a liability to take active steps to maintain the support of the superincumbent structure. It is, at any rate, certain that the law *ex natura* which governs the rights of owners of subterranean strata, would not be applicable. For by that law the owner of a substratum must not use it so as to deprive the upper strata of the natural support which they derive from his property. In the case of a building, however, passive non-interference would of itself, in time, lead to a depri-