

VENDOR AND PURCHASER—RESTRICTIVE COVENANTS—COVENANT
REQUIRING BUILDING PLANS TO BE APPROVED BY SURVEYOR—
COSTS OF APPROVAL.

Reading Industrial Society v. Patmer (1912) 2 Ch. 42. In this case the plaintiff had purchased from the defendant part of a building estate and had covenanted that the plans of any buildings to be erected on the premises should be first approved by the defendants' surveyor. Nothing was said as to the payment of the expenses of the surveyor for examining and approving of the plans, the plaintiff claimed that these expenses were payable by the defendant. Eady, J., held that there being nothing in the covenant imposing on the plaintiffs a liability to pay the surveyor, who was employed solely by the defendant, and therefore that the defendant himself must pay his fees, without any right over against the plaintiff's therefor.

EASEMENT—IMPLIED GRANT OF RIGHT OF WAY—PLAN ON LEASE
—ALTERATION OF LEASE BY AGREEMENT AFTER EXECUTION—
ESTOPPEL.

Rudd v. Bowles (1912) 2 Ch. 60. In this case the plaintiff claimed to be entitled to an implied grant of a right-of-way over a lane in the following circumstances. Bowles was the owner of a parcel of land and granted to one Glock separate leases of four lots on which Glock, under a building agreement, had erected four houses. The leases were executed in 1903, but at the time the leases were executed the houses were not completed, and the back fences were not erected, but in 1904 the fences were erected and gates were placed therein opening on to a strip of land in the rear. This strip had since been used by the tenants of the houses, but was not mentioned in, or any rights over it given by the lease, except that on each lease was a plan of the demised premises which indicated the strip in the rear and which suggested that it was intended to give access to the rear of the lots. The plaintiff became mortgagee of the four leases and claimed a declaration that he, and those claiming under him, were entitled to a right-of-way over the strip in the rear, and Neville, J., held that he was so entitled; with regard the alteration in the leases after execution, he also held that it having been made by consent it did not invalidate the leases, but that the parties were estopped from disputing that the altered date was the true date of the leases.