Eady, J., however, held that the transfer of the lease to the company was part of the arrangement made by the firm with the company and that nothing which had been done had had the effect of releasing the original partners from their liability to indemnify their trustees against loss.

LANDLORD AND TENANT—LIGHT—QUIET ENJOYMENT—DEROGATION FROM GRANT—INTERFERENCE WITH PRIVACY OF TENANT.

Browne v. *Flower* (1911) 1 Chy. 219. This was an action by a tenant of a flat to restrain an alleged interference with the plaintiff's enjoyment of the demised premises. The facts were that the plaintiff and the defendant Lightbody were each tenants of flats in the same building, Mrs. Lightbody's flat was above that of the plaintiff, and she was under covenant to her landlord not to do anything on the demised premises which would be a nuisance to the tenants of the adjoining or neighbouring premises. Mrs. Lightbody falsely stating that the plaintiff had no objection, applied to the defendant Fowler for a mortgage of the premises and obtained from her leave to erect a stairway on the outside of the building from the ground to her premises, as a means of access thereto. This stairway when erected passed in front of two bedroom windows of the plaintiff's' premises; so that persons using the stairway could see into these rooms. This the plaintiff claimed was an invasion of her rights of privacy and quiet enjoyment, and she claimed a mandatory injunction for the removal of the stairway, or damages. Parker, J., who tried the action, held that what had been done by Mrs. Lightbody was not done on the premises demised to her and therefore was not a breach of her covenant, and neither did it amount to a breach of the covenant by the lessor for quiet enjoyment by the plaintiff of her premises. He therefore dismissed the action but as Mrs. Lightbody had obtained the leave to erect the staircase through a misrepresentation, he refused to give her her costs as against the plaintiff.

SALE OF GOODS—CONTRACT NOT TO BE PERFORMED WITHIN A YEAR—WRITING SIGNED BY PARTY TO BE CHARGED—STATUTE OF FRAUDS (29 CAR. II. 3. 3) S. 4—(R.S.O. C. 338, SS. 5, 12).

In *Prested Miners Co.* v. *Gardner* (1911) 1 K.B. 425 the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.) have affirmed the decision of Walton, J., (1910) 2 K.B. 776 noted ante p. 18, to the effect that a contract for the sale of goods which is not to be performed within a year must be in writing and signed by the party to be charged.