

RE ADDISON AND BRADBURY—LENNOX, J.—JAN. 22.

Vendor and Purchaser—Agreement for Sale of Land—Title—Objection to—Building Restriction—Covenant—Burden on Land—Declaration on Application under Vendors and Purchasers Act.]— Motion on behalf of the purchaser, under the Vendors and Purchasers Act, to have it declared that the vendor has not shewn a good title to land which he has agreed to convey. The motion was heard in the Weekly Court, Ottawa. LENNOX, J., in a written judgment, said that it was stated that Octavius Sommerville, under whom the vendor claimed, had covenanted with his vendor that he or his assigns would not at any time erect on the land a building to cost less than a certain sum or value. A copy of the deed or covenant was not put in, but counsel appeared to be in agreement as to its terms, and this was the substance of it. The learned Judge was not told whether the covenant in question was a link in the chain of a building scheme, or whether Sommerville's vendor retained land out of which this lot was carved or lots adjoining or in the neighbourhood, or whether other lots in the same locality had been sold on similar covenants. The question being presented in this bald way, the learned Judge could not say that the vendor had shewn a title that ought to be forced upon an unwilling purchaser. The requisition directed to this covenant had not, in the learned Judge's opinion, been answered. A. E. Honeywell, for the purchaser. E. P. Gleeson, for the vendor.

 MCGLADE V. PASHNITZKY AND MACEY SIGN CO. LIMITED—
 LENNOX, J.—JAN. 22.

Landlord and Tenant—Lease of Building—Subletting Contrary to Terms of Lease—Weakening Building by Placing Sign-board upon it—Damages—Reduction of Amount if Sign-board Removed and Repairs Made—Third Parties—Indemnity—Provisions of Judgment—Costs.]— Action to compel the defendants to remove a sign-board from a building in the city of Toronto, and for damages. The action and certain claims by the defendants against third parties were tried without a jury at a Toronto sittings. LENNOX, J., in a written judgment, said that the lease under which the defendant Pashnitzky held the building expressly prohibited him from assigning, subletting, or altering the property leased by the plaintiffs; and he knew this, and realised that the purpose to which the property was put weakened and endangered the building. He