

the term would be for building factories, to obtain a proper foundation for which it would be necessary to dig down to the original level of the land. Buckley, J., held that there had been such an alteration of the thing demised—irrespective of the question whether the added material was offensive or not—as to constitute waste; and that it was no answer to the plaintiffs' claim that the increased expense of digging to obtain a proper foundation would be more than compensated by the increased rent which would be obtainable by the reversioner for the land in its heightened condition, and that both the waterworks company and Base were liable for the past acts of waste and both should be restrained by injunction from committing waste in the future, and he gave judgment accordingly, and directed an inquiry as to damages.

LANDLORD AND TENANT—COVENANT FOR QUIET ENJOYMENT—ERECTION OF BUILDINGS BY LESSOR ON ADJOINING LAND CAUSING LESSEE'S CHIMNEYS TO SMOKE.

In *Tebb v. Cave* (1900) 1 Ch. 642, Buckley, J., decides a single point, viz., that where a lessor builds on land adjoining the demised premises so as to cause his lessee's chimneys to smoke, that constitutes a breach of his covenant with his tenant for quiet enjoyment, for which the tenant is entitled to damages.

CHARTER-PARTY--DEMURRAGE--DELAY AT LOADING POINT.

Tyne & Blythe Shipping Co. v. Leech (1900) 2 Q.B. 12, was an action for demurrage. A ship was chartered to go to a foreign port for a cargo, the charterers guaranteeing a cargo and quay berth ready at the port on the arrival of the ship at the foreign port, owing to the charterers being unable to provide a quay berth the ship went on demurrage, and while lying at anchor waiting for a quay berth was run into by another ship and disabled; it was then taken by the captain to another port for repair, and during her absence for that purpose a quay berth fell vacant which would have been given to her had she been there. After her return to the port of shipment she was kept waiting a further six weeks for a quay berth. The shipowners claimed demurrage for this six weeks, but not for the period the ship was absent for repair. The defendant contended that they were not liable because the terms of the charter party exempted the charterers from liability for delays in the loading from causes beyond the control of the