

In the case of *Carlisle Café Company v. Muse Brothers and Co.*, supra, Mr. Justice Byrne decided this in the case of a demise of a studio and reception room. In *Hope Brothers Limited v. Cowan*, supra, Mr. Justice Joyce did likewise in the case of an office; while in the most recent case Mr. Justice Eve came to the same conclusion in the case of a "room" demised as such.

One further point ought to be mentioned. From the nature of the case, where rooms, floors, suites, apartments, flats, or other portions of a whole building are demised, questions may readily arise with regard to disturbances from noise or other causes. The proximity to other occupants of the building renders this probable. Now, do not let the tenant think that his lessor's covenant for quiet enjoyment will avail him much in such a case. That covenant is a highly technical one which does not mean what a layman might reasonably think it means. It is only a covenant against physical disturbance, not metaphysical disturbance, as Lord Justice Buckley once remarked. "It appears to me," said Lord Parker of Waddington, when a judge of first instance, in the case of *Browne v. Flower*, supra, referring to this covenant, "that to constitute a breach of such a covenant there must be some physical interference with the enjoyment of the demised premises, and that a mere interference with the comfort of persons using the demised premises by the creation of a personal annoyance, such as might arise from noise, invasion of privacy, or otherwise, is not enough."

The foregoing observations on the *primâ facie* rights of lessees of parts of buildings are necessarily of a general nature. The rights are, indeed, only *primâ facie* rights—that is to say, they are rights variable by circumstances—and they are always subject to the effect of the express provisions in the document of demise. It is almost superfluous to add that an intending lessee of property of this description would be much better advised to rely on express stipulation than on his *primâ facie* rights as outlined above.—*Law Times*.