

CONTRACT—LESSOR AND LESSEE—IMPLIED OBLIGATIONS AS TO QUIET
ENJOYMENT—INTENTION OF PARTIES—NOISE AND VIBRATION—
INJUNCTION.

Lyttleton Times v. Warners (1907) A.C. 476 was an action by lessees against their lessors for an injunction to enforce an implied covenant for quiet enjoyment of the demised premises. The facts were, that the defendants owned a printing establishment adjoining hotel premises occupied by the plaintiffs and it was agreed that the defendants should reconstruct their premises so as to provide rooms above their printing office which could be used as bed rooms for the plaintiffs' hotel, of which rooms they were to become lessees. The premises were accordingly reconstructed and the rooms above leased to the plaintiffs, but it was found that the enjoyment thereof was disturbed by the noise and vibration consequent on carrying on the printing business below them. The plaintiffs claimed an injunction against the working of the defendants' machinery between 9 p.m. and 8 a.m. The Court of Appeal for New Zealand decided in favour of the plaintiffs, the lessees; but the Judicial Committee of the Privy Council (the Lord Chancellor and Lords Robertson and Collins, and Sir F. North and Sir A. Wilson) reversed that decision, holding that the implied obligation for quiet enjoyment was controlled by the common intention of the parties that the defendants' printing business should continue to be carried on.

COVENANT TO PAY ANNUITY FOR WIFE'S SUPPORT—RESTRAINT
AGAINST ANTICIPATION—RIGHT TO ANNUL COVENANT ON
NOTICE TO TRUSTEE—WIFE'S WAIVER OF NOTICE.

McNaghten v. Paterson (1907) A.C. 483. This was an appeal from the High Court of Australia. By a separation deed made in 1894 a husband covenanted to pay an annuity to trustees for his wife's benefit without power of anticipation, but it was provided that if the husband gave notice to the trustees after the expiration of twelve months from the date of the deed, of his intention to pay a reduced amount, in such case, unless all parties agreed as to the reduced amount to be paid, all covenants in the deed should be null and void. Before the expiration of the twelve months the husband notified the wife's solicitors of his intention to pay a reduced amount, and the wife instructed her solicitors to waive the stipulated notice to the trustees. No agreement appeared to have been made as to the reduced