

existing house. Part of the plaintiffs' premises were occupied by wool brokers, who used one of the rooms for sorting and valuing samples of wool, for which a strong light was required, and it appeared that if the defendant erected a house of the proposed elevation two of the windows in the plaintiffs' premises would be so darkened that these processes could not be carried on on the ground floor so advantageously as formerly, but there would be still sufficient light for all ordinary purposes. Under these circumstances, Kekewich, J., held that the plaintiffs were not entitled to an injunction, and that the implied grant of light by the defendant's predecessor in title could not be construed to extend to anything more than the access of light for ordinary business purposes, as no intention could be imputed to the parties to the plaintiffs' lease that the demised premises were to be used for any purpose requiring an extraordinary amount of light.

VENDOR AND PURCHASER.—RESTRICTIVE COVENANT.—COVENANT AGAINST BUILDING WITHOUT CONSENT OF VENDOR, "HIS HEIRS OR ASSIGNS"—"ASSIGNS," MEANING OF.

*Everett v. Remington* (1892), 3 Ch. 148, was an action brought to enforce a covenant against building. The facts of the case were as follows: One Durrant, being the owner of an estate, in 1874 began to sell it off in lots. Purchasers or lessees were shown a form of agreement whereby they were required to enter into a covenant not to build without the consent of Durrant, "his heirs or assigns." In 1874 Durrant entered into an agreement to lease to the same person two plots, Blackacre and Whiteacre, on each of which a house was to be built, and the lessee was to have the option to purchase the fee. The agreement provided that the lease and subsequent conveyance were to contain a covenant against further building without the consent aforesaid. The fee simple was conveyed to an assignee of the lease of Blackacre in 1879; and the plaintiff became the owner of it in 1883. The fee of Whiteacre was conveyed to defendant as assignee of the lease of that lot in 1876, and the conveyance contained the covenant against further building without the concurrence of Durrant, "his heirs or assigns." In 1890 Durrant having died still entitled to a large part of the estate, the defendant, with the consent in writing of his successors in title of such part of the estate as had not been sold, erected further buildings on his land, which the plaintiff claimed to be a breach of the covenant, and for the removal of which he claimed a mandatory injunction. Romer, J., was of opinion that the plaintiff was not entitled to enforce the covenant; but without deciding that point he held that, even if he were, there had been no breach of the covenant; that the word "assigns" did not extend to every transferee of any part of the estate, but was confined to the owners for the time being of such part of the original estate, in its popular and broad sense, as remained unsold, and did not extend to every lessee or purchaser of a small part; the learned judge's conclusion being based largely upon considerations of the great inconvenience which would result were a different construction given to the covenant. In such a case, even supposing the plaintiff were within the term "assign," yet at most he was only a partial assignee, and, query, as such, could he enforce the