

word "adjoining" means actually contiguous. As to the former of those cases, the learned judge pointed out that it turned upon the construction of a penal statute, which drew a distinction between the words "adjoining" and "belonging to" in such a way as to narrow the meaning of the word "adjoining." In the other case, he said, the two sets of premises were separated by a block of buildings, and one was in one street and the other in another. The Court of Appeal, on the other hand, came to the conclusion that the words must be construed in their ordinary sense—that is to say, as meaning actually contiguous, and not as meaning "near to" the plaintiffs' property.

Another decision to the same effect is to be found in *White v. Harrow; Harrow v. Marylebone District Property Company, Limited*, 86 L. T. Rep. 4. There an underlease contained a covenant by the lessee that he would not "object to any works to adjoining premises" that might be sanctioned by or on behalf of the lessor or the superior landlords or landlord. A company had acquired an interest in certain property adjoining the demised premises, and, with the approval of the lessor, were proposing to erect thereon some buildings which, as the lessee alleged, would obstruct the access of light hitherto enjoyed by his premises. The Court of Appeal decided that the words "adjoining premises" did not extend to any buildings which were situated near enough to affect materially the demised premises by obstructing easements, but only to buildings which came into physical contact with the demised premises; that "adjoining" meant adjoining in the sense in which it was used in s. 90 of the London Building Act, 1894, and could not be used in the sense of "neighbouring;" and that, consequently, the lessee was not precluded on that ground from objecting to the erection of the buildings.

Having regard, therefore, to the two decisions of the Court of Appeal in late years, it is manifestly erroneous to read "adjoining" in a legal instrument as having the same meaning as "adjacent," unless—as was the foundation of the decisions above cited of judges of first instance—there is some special reason to the contrary in the circumstances of the case.—*Law Times*, Eng.