ing which had been constructed across the plaintiffs' line for the purpose of connecting agricultural lands which were severed by the railway, for any purpose other than agricultural purposes in connection with the defendant's lands on either side of the railway. When the line was constructed and the crossing was originally made it was used for the occasional passage of sheep and cattle, the keys of the gates being borrowed from a neighbouring signal man, who kept the signals at danger till the animals had crossed, latterly the neighbourhood had changed its character and the owner had let a field to a tennis club who climbed the gates and used the crossing daily in large numbers. Eady, J., held that the defendant, although not restricted to the user of the crossing for strictly agricultural purposes, was not entitled to use it so as substantially to increase the burden of the easement, and that whether or not the burden was increased was a question of fact, and it being proved that owing to a large main line traffic, and the shunting from an adjoining colliery, the user of the crossing by the members of the tennis club was exceedingly dangerous to them, and would subject the railway to a greatly increased burden in watching this line and managing their traffic so as to avoid accidents, he held that this user was unwarranted and might be restrained by injunction.

LANDLORD AND TENANT—LEASE AT RACK RENT—COVENANT BY LESSOR TO PAY TAXES—SUB-LEASE AT A PROFIT—INCREASE OF TAXES CONSEQUENT ON SUB-LEASE—LIABILITY OF LESSOR.

Solaman v. *Holford* (1909) 2 Ch. 64. A summary application was made to the court to determine the following question. The plaintiff had let to one Singer four upper floors of a building at a rack rent, the lessee consenting not to alter the premises or sub-let without the lessor's consent, and the plaintiff covenanting to pay all rates and taxes now payable or hereafter to become payable in respect of the said premises. The lessor, with the plaintiff's consent, sub-let each floor at a profit, and in consequence of the lessee having sub-let at a profit the assessment to rates and taxes was increased, and the question was whether the plaintiff in these circumstances was liable for the increased taxes thus occasioned; Neville, J., held that he was, and that his liability was not limited to the assessment existing on the date of the lease.