

stances of this case were that the tapestries and picture in question had been originally purchased by a testator as part of the house—they were kept in place by oak mouldings, and the picture (a portrait of Queen Elizabeth) painted on wood, was fixed to the wall over the mantel piece by the moulding of an over mantel. The testator devised the house to one person and his chattels to another, and each claimed the tapestries and picture. Neville, J., held that they were affixed to the freehold and passed with the house.

EASEMENT—PARTY WALL—DAMAGE BY SMOKE.

Jones v. Pritchard (1908) 1 Ch. 630. In this case the plaintiff and defendant each owned one-half of a party wall between their respective dwellings; on either side of this wall were fire places and chimney flues for their respective houses. By reason of the subsidence of the defendant's house, but for which it was not shewn that he was in any way responsible, the wall became defective and the smoke from the defendant's chimney found its way into the plaintiff's house and created damage, and thereupon the plaintiff brought the present action, claiming an injunction. Parker, J., who tried the action held that the plaintiff was not entitled to the relief claimed, and that the defendant was not liable for any nuisance occasioned by his using the party wall for the purposes intended and without negligence.

LANDLORD AND TENANT—FIXTURES—COVENANT TO DELIVER UP DEMISED PREMISES WITH FIXTURES—SURRENDER—CREATION OF NEW TENANCY.

In *Leschellas v. Woolf* (1908) 1 Ch. 641 several questions relating to the law of landlord and tenant are determined. In 1851 a lease of houses was made for the term of 70 years, it contained a covenant by the lessee at the expiration or determination of the term to deliver up the demised premises "with all and singular the fixtures and articles belonging thereto." In 1907 Abrahams was the lessee for the unexpired term, but the premises were then sub-let to Woolf, who used them as a lodging house. In June, 1907, Abrahams was notified to repair, and he then made an offer to surrender the premises at once and pay £100 towards the repairs, which offer was accepted by the lessor. Woolf, who had certain tenant's fixtures on the premises, was not a party to this agreement, but was aware of what was going