

of the Rolls (then Mr. Justice Cozens-Hardy) that "adjoining premises" did not include all the houses in a block of buildings, but merely the next-door premises. His Lordship adopted the view expressed by Mr. Justice Parke in *Rex v. Hodges, Moo. & M.* 341, at p. 343, that "ground cannot be properly said to adjoin a house unless it is absolutely contiguous without anything between them." The ground in that case was separated from the house by a narrow walk and a paling with a gate in it. The learned judge held that the requirements as to "adjoining" in s. 38 of the penal statute 7 & 8 Geo. IV. c. 29, was not complied with. In the case which Mr. Justice Cozens-Hardy had to deal with there was a covenant by a lessor not to allow a certain trade to be carried on in the "adjoining premises." The learned judge was of opinion that the word "adjoining" was confined to the two houses on either side of the demised premises, although the lessor was, at the time of the lease, the owner of a block of buildings of which the two houses formed part only.

A similar decision was come to by the Court of Appeal in *Ind, Coope and Co., Limited v. Hamblin*, 84 L. T. Rep. 168, where there was a conveyance on sale of a portion of the plaintiffs' land to the defendant. The defendant covenanted that he would not "in the erection of any buildings adjoining the hereditaments of the vendors" insert or permit to be inserted any lights overlooking such other hereditaments. The defendant constructed a number of houses the backs of which were twenty feet from the boundary fence separating his property from that of the plaintiffs. Their yards or gardens stretched to this fence, and there were windows in the houses which overlooked the plaintiffs' property. It was decided by the Court of Appeal that the defendant's houses did not adjoin the plaintiffs' property within the meaning of the covenant. The Court of Appeal reversed the decision of Mr. Justice Buckley, 81 L.T. Rep. 779, who was of opinion that premises might be adjoining though they were not contiguous. His Lordship distinguished the decisions in *Rex v. Hodges*, ubi sup., and *Vale and Sons v. Moorgate Street and Broad Street Buildings, Limited*, and *Albert Baker and Co., Limited*, ubi sup., where, as already stated, it was held that the