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Real Property—Landlord and Tenant—Owner Liability

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Landlord and Tenant—Owner Liability

By statute,⁹ stairways in factory buildings must be provided with proper handrails, which are to be a protection against slipping and falling downstairs.¹⁰ The owner of a "tenant-factory building"¹¹ is responsible for the observance of this requirement whether or not he is an occupant.¹²

In *De Casiano v. Morgan*,¹³ the plaintiff claimed that she was unable to break her fall down a flight of stairs because the handrail was flush against the wall and could not be gripped. In the lower courts¹⁴ she recovered against the lessee of the building, but the complaint against the owner was dismissed because no actionable negligence was shown. The Court of Appeals reversed the dismissal, holding unanimously that whether or not the landlord provided a "proper" handrail was a question of fact that should have been submitted to the jury.

Restrictive Covenant

In *Single v. Whitmore*¹⁵ plaintiff gave defendant an option to purchase any one of several rectangular lots; a setback restriction of thirty-five feet "from the front of the lot" was included in the contract, the front being originally one of the short sides of the rectangle and the only side which abutted on a street. Subsequently the plaintiff redelineated the lots; consequently, when the lot in question was conveyed it abutted on two streets and the former short sides had become long sides. In reversing the Special Term and the Appellate Division¹⁶ the Court held that the defendant had not violated the setback restriction by building less than thirty-five feet from the side of the lot which had originally been intended as the "front," and which was now the long side.

A covenant restricting the use of land is to be construed strictly against the grantor who imposed it.¹⁷ Before a serious interference with one's right of property is justified, something more than a doubtful right must be shown by the one seeking to impose such limitations.¹⁸ Where a restrictive agreement is reason-

9. N. Y. LABOR LAW § 272(2).

10. *Cahill v. Kleinberg*, 233 N. Y. 255, 259, 135 N. E. 323, 324 (1922).

11. "Tenant-factory building" means a building separate parts of which are occupied and used by different persons, and one or more of which parts is used as a factory. N. Y. LABOR LAW § 315(2).

12. N. Y. LABOR LAW § 316(2).

13. 308 N. Y. 526, 127 N. E. 2d 321 (1955).

14. 283 App. Div. 1037, 131 N. Y. S. 2d 874 (1st Dep't 1954).

15. 307 N. Y. 575, 122 N. E. 2d 918 (1954).

16. 285 App. Div. 915, 125 N. Y. S. 2d 464 (4th Dep't 1953).

17. *Reformed P. D. Church v. M. A. Building Co.*, 214 N. Y. 268, 108 N. E. 444 (1915).

18. *Clark v. N. Y. Life Ins. and Trust Co.*, 64 N. Y. 33 (1876).