shall be so slightly injured by fire or the elements as not to be rendered unfit for occupation, then the lessor shall repair the same with reasonable promptitude and in that case the rent accrued or accruing shall not cease determine or be suspended."

A fire occurred on the 27th April, 1919; and the defendants, exercising what they asserted to be their right under the lease, notified the plaintiffs that they elected to determine the lease, and afterwards vacated the premises. The plaintiffs maintained that there had been no such destruction of the buildings on the demised premises as justified the defendants in acting as they did; and this action was brought to recover the rent which accrued up to October, 1919, when the plaintiffs sold the property, or, in the alternative, for damages.

Upon the land were three connected buildings, all used by the defendants: in each of them were performed operations essential to the turning out of the finished product in which the defendants dealt: so that the destruction of any one of them would necessarily cause a cessation of the defendants' work. One of these buildings had been erected by the plaintiffs—the others by the defendants during the term of an earlier lease, of which the lease existing at the time of the fire was a renewal; but these two buildings had become the property of the plaintiffs, and were included in the demise now in question.

The fire entirely destroyed the two new buildings and damaged the old one so as to make it temporarily unfit for occupancy by a manufacturing company, although it remained standing, and required only some minor repairs to make it weather-proof.

In the proviso quoted, the words "the said building" are used at the beginning. No building is identified or described in any part of the lease preceding the proviso. The word "said" is meaningless. The proviso must be regarded as relating to the connected group of buildings.

Two things must concur in order that the tenants shall have the right to determine the lease—such "destruction" of the *building* as renders the *premises* unfit for occupancy, and such *injury* to the building (or to the premises) as cannot be made good, with reasonable diligence, within the time mentioned. Notwithstanding the inaccuracy involved in speaking of *injury* to a building which has been destroyed, it must be held that the tenants' right to determine the lease arises only if the building is so "destroyed" as that the premises are rendered wholly unfit for occupancy and if the building cannot be repaired with reasonable diligence within 60 days.

Adopting the view of the Supreme Court of Wisconsin in Acme Ground Rent Co. v. Werner (1912), 139 N.W. Repr. 314, the learned Judge holds that the premises became wholly unfit