

opportunity he could grasp to turn the defendants out—being now able to obtain a much higher rent than they have contracted to pay.

I am unable to perceive anything, of any weight, in the contention made in the defendants' behalf, that the plaintiff is not entitled to evict because the writing in question was not made with him as a party to it, but only with one through whom he claims. The condition broken, the defendants' right of possession ended, and the person entitled to the property, subject to their rights, may assuredly re-enter; see 1 Geo. V. ch. 37, secs. 4 and 5.

The minor points involved in the action were disposed of during the argument, judgment on the main point being withheld at the request of counsel for the purpose of enabling them to refer to some cases which were not accessible to them then; that has now been done, without, however, throwing any obscurity upon that which seems to me to be a very plain case.

Those minor points were dealt with thus:—

The defendants had no right to erect the brick verandah wall without the plaintiff's consent. They might have repaired the wooden verandah; and could have done so without violating the by-law against erections and alterations without the permission of the municipality. But no substantial, or even appreciable, damage was caused to the plaintiff by this wrong; and it would at most be a case for merely establishing the plaintiff's right, and nominal damages.

There was no exceeding the defendant's rights in serving refreshments on the verandah; it was part of the house; refreshments had always been served there, and could not be satisfactorily served in any other part of the cottage. And there was no evidence that the sale of peanuts was not within the business of the keeper of a restaurant or "lunch-counter."

There was no breach of any of the terms of the writing in question in the defendants permitting some of their servants employed in the restaurant or at the lunch-counter to occupy rooms in the cottage, while so employed, nor in deducting from their wages an agreed amount for such occupancy; it was tantamount to paying so much less wages because they were lodged by the master.

The occupation by the Wolfs and a partner of Wolf, of some of such rooms, before Wolf assigned to the plaintiff, gave no right of action to Wolf, who was a party to it; and, consequently, the plaintiff can have no such right.