had been occupied by divers sub-tenants who put outside signs and notices, that in fact Provencher, complained of in the declaration, had for two years before the lease in question, to the knowledge of Gareau, occupied a part of said premises and placed signs and notices, on the outside; that he was the tailor of the establishment of Cinq-Mars and occupied a little room where customers of Cinq-Mars were measured for clothes, which were cut and made by Provencher; that it was true that Cinq-Mars was in the habit of charging Provencher and other tailors before him, $4 or $5 per month, but it was rather for the privilege of being tailor of the establishment than as rent; that at the date of the institution of the action, Provencher did not occupy as sub-tenant, but simply as tailor attached to the establishment, and that the fact of such occupation to the knowledge of the plaintiff was not a contravention of the lease, &c., &c. Gareau answered that he had been informed by Cinq-Mars as a witness before the Recorder, that Provencher was a sub-tenant, and he knew for the first time by defendant's plea that Provencher had ceased to be sub-tenant.

TORRANCE, J. There is evidence that Provencher had the partial use along with Cinq Mars of a small room as tailor of the establishment of Cinq-Mars. For this privilege he paid $4 or $5 per month until 1st July. The action was taken out on the 22nd July. One Paradis was there before him and plaintiff knew it, though he says he did not know the relation in which Paradis stood to Cinq-Mars. It is to be remarked that Provencher had no exclusive control of this room in which he worked, and he had only access to it during the hours when the premises were open to the other *employés* of the defendant. He had no key for himself. Apart from these facts, the jurisprudence does not give a proprietor in all cases a right to eject his tenant for violation of the stipulation in the lease against sub-letting. Agnel, Code des propriétaires, p. 229, says (517) "si à l'époque de la demande en résiliation, la cession ou la souslocation n'existe plus, et si d'ailleurs le bailleur ne peut alléguer aucun préjudice causé par la sous location, la résiliation n'a pas lieu." Numerous cases are cited: see also 6 Toullier, No. 549, et suiv.: Duvergier Tom. 3, n. 370, Troplong, n. 139. By this jurisprudence the grievance having ceased before the action, the action must fail. I say this in full view of C.C. 1638. There is still the question of costs. On this, I incline to the pretension of the defendant, that Provencher's right to the room was rather a privilege than a right as sub-tenant. He was tailor of the establishment of Cinq-Mars. The action should therefore be dismissed with costs.

J. E. Robidoux for plaintiff.

T. C. DeLorimier for defendant.

MONTREAL, January 10, 1880.

TATE v. TORRANCE et al.

Vessel—Liability of registered owner for repairs.

The registered owner of a vessel is not liable for the cost of repairs unless such repairs be ordered by a recognized agent.

Repairs were ordered by, and the work was done on the responsibility of, the owner in actual possession, without the knowledge of the registered owner, who was such merely for the purpose of securing a debt due to him by the real owner. Held, that the registered owner was not liable.

Action for $5,265.89, against the fiduciary legatees and executors of the late David Torrance, for work and repairs done by the firm of Tate & Co., now represented by plaintiff, to a barge called the "Frontenac," of which the late David Torrance was the registered owner and proprietor. The declaration alleged that when the barge was received by Tate & Co. for repairs, she was rotten and worthless, and by the work done she was rendered seaworthy, and that Tate & Co. looked to Torrance for the payment of this work and for the value of the materials furnished.

The defendants, besides other pleas, alleged that if the firm of Tate & Co. did any work to the "Frontenac," it was not at the instance or request of the late David Torrance, nor on his credit, but solely at the instance of a certain forwarding firm of Miller & Jones to whom the barge belonged, and who were in possession thereof, and who navigated the vessel for their own profit; that Torrance was only registered as owner in order to secure the payment of a debt due to the firm of David Torrance & Co. by said Miller & Jones, and Torrance had no interest in the barge except as security for this debt; and that Tate & Co. never knew Torrance