defendants and their *réglements*, and in violation of the lease. That the plaintiff had failed to take a license as a butcher from 1st May, 1879, and in June, date of his expulsion, alleged, was still in default, against the provisions of the defendants' *réglements* and their lease to plaintiff. That the dispossession complained of was lawful, under the circumstances, and the plaintiff is entitled to no damages nor indemnity; particularly as the defendants have been under impossibility to lease the stalls for the time between the 16th June and 1st November, 1879.

In June last judgment went against the plaintiff, the Court finding proved in favor of the defendants the substance of their pleas, that the plaintiff had not paid his license fee of $5 before 1st May, 1879, or since; also, that he had permitted a butcher named Lachapelle to occupy the stalls in 1879, who had been selling there for his own account, the plaintiff was continuing in default, and the defendants were justified in retaking possession in June, as they did.

One question before us is this: Had the plaintiff made violation or violations of his lease before the 16th of June? It is to be observed that under the *réglement* of 1877 the plaintiff was bound not to carry on any trade as butcher in St. Hyacinthe after the 1st of May, 1879, without a license, under penalty of $20, or imprisonment for a term not exceeding two months. Plaintiff had incurred this penalty over and over again, before the 16th of June. He took no license, and acting without one, violated his lease conditions. It has been argued for him that the license fee had never been demanded. The lessors needed not demand it, seeing the character of the *réglement* of 1877 and its requisitions; to all of which the plaintiff, under his lease, has submitted himself. It has been said that this claim—that the plaintiff had forfeited his lease from not having paid his license fee—is an afterthought; but whether so or not, it is competent to the defendants, against an action of damages, to make it. Actions for damages must be well founded. The plaintiff claims from not having been able to carry on business in his stalls, as he had right to; that is his claim. But query as to his right to carry on without a license from the defendants, for he was violating a *réglement*, and incurred a penalty for each day that he carried on without license. His case has a weak side, seeing that, and that his lease (in words, at any rate), allowed defendants to *s'emparer du banc* in certain cases, as I have read at the commencement of this judgment. We do not now, since the enactment of our Civil Code, so easily hold penal clauses to be merely comminatory as formerly. (See what was said in the Pew case, even before the Civil Code, 5 L. C. R. 3.) Upon the question of whether or not plaintiff had also violated his lease, by permitting a butcher named Lachapelle to occupy the stalls, who had been selling in them for his own account, we do not feel strong enough to go against the finding of the Court below. Even if we did, the plaintiff would not gain his case, seeing our finding on the other part of it, upon which the judges here are unanimous.

There is forced upon us another question, namely: "Supposing that plaintiff did violate his lease conditions, was the course taken by the defendants lawful?" According to the plaintiff's argument the defendants had to sue in ejectment, and had no right to retake possession as they did. To this the defendants say: "Look at the lease, it stipulates for the right of re-entry as here, and without indemnity." The defendant argues that as in the case of a pew in a church held under lease, it is held that a clause stipulating that in default of payment of the rent at the time fixed, the lease shall cease from the moment of the default, and the lessor shall have the right to lease to another, without other formality, must be allowed force, and not be held as merely comminatory, so in the case of a stall in a market held under a lease such as the plaintiff and defendant settled between *them*. We do not see that the Judge in the Court below agreed to this in words, but he seems to have held the substance of it, to wit that the defendants were justifiable in retaking the stalls as they did. The plaintiff was dispossessed without violence to his person, or to any person. Nobody was in the stalls when they were taken possession of. They were stalls in a building property of the defendants, opened and shut when and as they ordered. Singly the stalls were of small value, yet the revenues of the market were considerable, and it was important that they should be collectable easily, and that leases of them should contain the most stringent clauses to provide for speedy payments. How could the