

Held, that pleas which denied that plaintiff was the owner of the goods and chattels described without adding the words "or any of them," and which confined the denial of plaintiff's ownership of the goods and chattels and defendant's conversion of them to the dates mentioned in the statement of claim were bad and must be set aside.

C. P. Fullerton, for plaintiff. *H. Stairs*, for defendant.

Full Court.] THE KING v. O'HEARON. [Dec 28, 1901.

Canada Temperance Act—Question as to previous convictions under s. 115, sub-s. (a)—May be addressed to counsel where defendant represented by.

On application to quash a conviction for a fourth offence against the provisions of the Canada Temperance Act on the ground that the question whether defendant had been previously convicted was not addressed to the defendant as required by s. 115, sub-s. (a) of the Act.

Held, 1. Dismissing the application with costs, that it was not necessary that the question referred to should be addressed to defendant in a case where he was represented by counsel. 2. If defendant could be adequately represented by counsel in pleading to and trying the main case (which it was clear he might be under ss. 850, 854, 855, 856 and 857 of the Code) he could equally be represented by counsel in respect to this enquiry.

S. Jenks, for application. *T. S. Rogers*, contra.

Full Court.] ACORN v. HILL. [Dec. 28, 1901.

Landlord and tenant—Construction of agreement for lease—Distress for rent—Action claiming damages for, dismissed—Costs.

Defendant contracted to let to plaintiff a house then under construction for the term of one year from the 1st June, 1900, at the rental of \$20 per month, payable monthly in advance. It was agreed that in the event of the house not being completed by June 1st there should be a proportionate reduction in the rent. The house was not completed by the time agreed, but plaintiff moved in on June 24, when the work was still unfinished. No rent was charged for the month of June, but plaintiff paid rent in advance for the months of July, August, September and October, and continued in occupation of the premises until the 1st May, 1901, when he moved out. In an action by plaintiff claiming damages for goods distrained by defendant for rent in arrear.

Held, dismissing the plaintiff's appeal with costs, that the trial judge was right in construing the agreement as a letting for a year from the 1st June, 1900, with a condition that if the occupancy was prevented by reason of the house not being ready for occupation at that time there should be a