

Street, J.]

WILLIAMS v. TOWN OF CORNWALL.

[Oct. 10.

Words — "*Porch or projection attached to any dwelling*" — *Verandah* —
47 Vict., c. 50, O.

A survey of the Town of Cornwall was confirmed by 47 Vict., c. 50 (O). This Act declared the survey to lay down correctly the lines of the street as originally laid out, and provided that:—"Where any dwelling house or shop . . . had been before January 1st, 1888, partly built upon any street as ascertained by said survey, it shall not be incumbent upon the owner or occupant of such dwelling house, shop or building to remove the same off such street until the rebuilding of such dwelling house, shop or building or the repairing thereof to the extent of 50 per cent. of the then cash value thereof; but this proviso shall not apply to any fence, steps, platform, sign, porch or projection attached to any such dwelling house or shop." The said survey shewed that a certain dwelling encroached four feet upon the street and that the verandah attached to it encroached three feet six inches farther upon the street. The verandah was made of wood, resting on stone pillars, having its own roof and being firmly attached to the house.

Held, that the verandah was an integral part of the dwelling house and not a porch or projection attached to it, and was not to be considered an obstruction on the street which should be removed within the above proviso of 47 Vict., c. 50.

Held, therefore, that the position of the dwelling house and verandah did not bar the owner from applying for compensation under the Municipal Act for damage sustained by reason of the Corporation having lowered the grade of the street in front to an extent interfering with his access.

D. B. MacLennan, Q.C., for plaintiff. *Jas. Leitch*, Q.C., for Town of Cornwall.

Rose, J.]

[Nov. 2.

IN RE GEDDES AND GARDE, AND IN RE GEDDES AND COCHRANE.

Renewal lease—Increased rent—Construction.

A clause in a lease providing for a renewal stated that the renewal lease was to be "at such increased rent as may be determined upon as hereinafter mentioned, payable in like manner and under and subject to the like covenants, provisions and agreements as are contained in these presents, including the covenant for renewal, such rent to be determined by three different disinterested persons as arbitrators." The lease further provided for payment of the yearly rent as follows: "For the first ten years of the said term eighty dollars per annum; for the remaining eleven years one hundred dollars per annum, all the said payments to be made half yearly on the first day of January and July in each year."

Held, that the proper manner by which the rent should be increased