

plaintiff is entitled to have his lease resiliated, cancelled and set aside;

"Considering that the defendants admit by their defence that the plaintiff frequently asked for the resiliation of his lease, and specially on the 6th day of February 1915, two days before the service of this action, and that the plaintiff has testified that he complained to the defendants that the adjoining premises were used for immoral purposes, and his requests for cancellation of the lease were based upon such use and the damages resulting to him therefrom, and considering the defendants were put in default, to give the plaintiff peaceable enjoyment of his premises, by the service of the action if any such putting in default were necessary in the circumstances of this case; *Dagenais v. Lévesque* (1)

"Considering that the defendants neglected to investigate the complaints made by the plaintiff in his action, and permitted the continuance of the illegal and prejudicial use of the neighboring premises without objection to the date of the trial, two months later, and that they did not by their defence even offer to put an end to such illegal use of said neighboring premises;

"Considering that the plaintiff has proved that he has suffered damages in his business subsequent to the service of the action, without taking into account a larger amount of damages suffered by him before action brought, in the sum of \$250, which he is entitled to recover from the defendants;

"Considering that the plaintiff has proved the mater-

(1) M. L. R., 2 Q. B., 205.