

B yd, C.]

RE ALLEN AND NASMITH.

[Jan. 23.

Lessor and lessee—Renewable lease—Buildings erected by tenant—Absence of covenant as to—Fixing rent on renewal—"Ground rent."

A renewal lease is a continuation of the old lease and if rent for the buildings erected by the tenant is not provided for under the first lease, neither should it be under the extension in the absence of express provision. And an application to refer back an award in a case where a tenant had a renewable lease and had during the first lease erected buildings on the premises, nothing being said in the lease about buildings, and where the arbitrators in arriving at the rent for the renewed term had fixed a "ground rent" without taking the buildings into consideration was dismissed with costs.

Aylesworth, Q.C., for the motion. *Snow*, contra.

Armour, C.J., Falconbridge, J., Street, J.]

[Jan. 29.

STANLEY v. LITT.

Interlocutory judgment—Assessment of damages—Slander—Rule 578.

The action was commenced by writ of summons indorsed, "The plaintiff's claim is for damages for slander." No appearance having been entered, the plaintiff signed interlocutory judgment against the defendant according to form 146, and set the cause down for assessment of damages at the sittings of the High Court.

Held, that there being nothing to shew that the action was brought under R.S.O. c. 68, s. 5, it must be treated as an ordinary action of slander; Rule 578 therefore applied to the case; the delivery of a statement of claim was unnecessary; and the plaintiff had the right to sign interlocutory judgment and have the damages assessed as he proposed.

R. S. Robertson, for plaintiff. *R. T. Harding*, for defendant.

Province of British Columbia.

SUPREME COURT.

Full Court.]

IRON MASK v. CENTRE STAR.

[Nov. 22, 1899.

Practice—Trial—Costs on adjournment of.

Appeal by plaintiff to the Full Court from an order of WALKEM, J., pronounced 28th April, 1899, whereby the defendant Company was allowed to continue the sinking of the winze within the boundaries of the mineral claim of the plaintiff company, and from a further order of WALKEM, J., pronounced April 29, 1899, ordering the plaintiff to pay the cost of the adjournment of the trial and in addition thereto all outlay and expenditure of the defendant company connected therewith, the words of the order