

"ingress through, on, in, or about the premises" has no right to construct stairs and a door in the front of said hallway depriving thereby the lessee of half of the place rented. The tenant, in such case, is entitled to the resiliation of his lease and to damages.

Civil code, article 1612.

The judgment of the Superior court was rendered by Mr. Justice Lane, on the 2nd of October 1913. It is reversed.

The 3rd May 1912, the respondent rented to appellants "that certain hallway between no 235-237 St. Catherine St., West," Montreal, to be used as a shoe shining parlor, with the following clause: "It is further agreed that lessor, his employees, tenants of other portion of this building, or any other people he may designate shall have free egress and ingress through, on, in or about these premises." This lane was about 8 feet wide and was situated between building Nos 235 et 237 of St. Catherine St., West.

The respondent constructed a roof over the lane, and also stairs so as to reach the upper part of the building no 237, and a door in the front which door was numbered 237a, taking for these constructions about one half of the hallway.

The appellants then took an action to resiliate their lease, claiming also \$2500 for damages. They allege that these stairs disfigured the aspect of their premises, decreased the size of their parlor so that it was impossible for them to continue their business in the remaining of the said hallway.

The respondent's plea was that plans for these constructions were drawn long prior to appellants' lease, to