

viz., to "build and rebuild," they were entitled to take down a portion of the wall, as they have done. I do not think this contention can be given effect to. I am of opinion that to make an opening in the wall of such a size as has been indicated was a breach of the terms of the lease as to "repair;" and that this is particularly so in a case where the opening practically causes the building in question, which was an entire building before, to become a part of two buildings thrown together and used as one.

I find, therefore, that the defendants by breaking into the wall in question, as disclosed in the evidence, committed a breach of the covenant to repair.

Then as to the claim for an injunction. The defendants contend that all the demolition complained of was done before the writ was issued, and that the claim for an injunction in it and in the statement of claim has in contemplation and refers to future breaches only. The defendants say that since the writ was issued, they have not done any work about which the plaintiffs have complained or can complain, and do not contemplate doing any; and, therefore, there is nothing to which an injunction can apply. They also argue that there is no request in the writ or in the statement of claim for a mandatory order compelling the defendants to restore the wall to its original position; and that, consequently, the plaintiffs cannot obtain such an order except after amendment and on terms. But is this so? . . . The plaintiffs complain of demolition; they ask for an injunction restraining from further similar acts; and they ask for such further and other relief as may be just. The principle on which a relief, not expressly asked for, may, under a prayer for general relief, be granted, is discussed and determined in *Gaughan v. Sharpe*, 6 A.R. 417. . . . See also, *Johnson v. Fessenger*, 25 Beav. 88, 3 DeG. & J. 13; *Gunn v. Trust and Loan Co.*, 2 O.R. 293.

I think that, under the prayer for general relief, the plaintiffs were, upon the pleadings and evidence, entitled to ask, as by their counsel upon the argument they did, and that it is proper and appropriate to grant, a mandatory order requiring the defendants, within a reasonable time, to restore the wall in question to the same condition in which it was before it was broken into by them. I make such order accordingly, and fix the period of restoration at one month.

No evidence as to damages to the reversion or as to what it would cost to restore the wall was given at the trial. The lease has some time yet to run, with rights of renewal; and damages