

he said he wanted for the purpose of cancellation, though he did not say that he so informed the plaintiff. He says that he then wished to get rid of the plaintiff as a tenant. The plaintiff told him that the lease had been burnt with his books. The defendant did not ask for delivery or possession of the premises. As he was leaving, a man named Adamson, who was of the same nationality as the plaintiff, and had been conversing with him in the Greek tongue, followed the defendant to the door, and told him that he would give him (the defendant) the lease in the morning. The plaintiff was not asked about this incident. Adamson was not called as a witness, and there is no evidence that this statement was heard by the plaintiff or was made by his authority.

The defendant leased a portion of the premises in question, on 20th March, 1907, to one Louis Daniels, for two years, at a rental of \$100 a month, and for a further term of one year at an increased rental, the increase to be equivalent to any increase in taxes, and the remainder of the premises, on 1st April, to one Chambers, for two years, at \$75 per month.

By way of defence the defendant alleges that he was induced to make the agreement for lease by false and fraudulent representations of the plaintiff that he was possessed of large capital. No evidence was given in support of this allegation. He further alleges that after the fire the plaintiff left the city of Ottawa, as the defendant believed, with a view to defeating or delaying claims of creditors, and that after the plaintiff had so left Ottawa, in the belief that the lease was void or voidable, he proceeded to repair, and thereafter leased the premises to other tenants. Although his pleadings are silent on this point, at the trial he sought to prove that it was a condition of the agreement for lease that the plaintiff should make certain repairs and improvements, which he failed to make. The evidence did not establish that there was any such term applicable to the agreement, and the sufficiency of the repairs and improvements made by the plaintiff seems not to have been questioned until the trial of this action.

By way of counterclaim the defendant alleges that the fire which injured the premises was caused by negligence of the plaintiff, and he claims the sum of \$1,300 for resulting damages. There was no evidence whatever to support this allegation of negligence.