

**SUPERIOR COURT**

**Lease.—Resiliation.—Disorderly House.—Discretion of the Court.—Removal of Cause.**

MONTREAL, 4 MARS 1914.

ARCHER, J.

L'ALLIANCE IMMOBILIERE, COMPAGNIE INCORPOREE  
vs JOSEPH PICARD et al.

HELD.—10. That when no absolute resolute conditions exist in a lease of a house, the rescision of the lease, for a cause admitted by law, is left to the discretion of the court.

20. That if the cause for the rescision of the lease can be removed before judgment, the court may refuse, according to circumstances, to rescind the lease.

30. That although the keeping in the leased premises of a disorderly house is a good reason to demand the resiliation of the lease, however, the lease remain binding on the parties until it has been rescinded by the court.

lease to Alph. Manelli and John Teolis. At the end of  
*Civil code, articles 1624, 1638.*

The facts are as follows:

“On the 10th of May, 1907, A. Lecompte et al. leased to Jos. Picard, one of the defendants in this case, two dwellings on City Hall avenue, for a term of ten years, counting from May 1st, 1907. It is stipulated in the lease: *Le locateur aura droit de sous-louer à des personnes honnêtes et respectables.*

“On the 6th of April, 1912, Picard assigned the said lease to the National Breweries, Limited. On the same date the National Breweries, Limited, assigned the said