LÉONARD v. LÉONARD—LATCHFORD, J.—NOV. 25.

Landlord and Tenant—Lease of Farm by Mother to Son—Action for Breaches of Covenants—Failure to Prove Breaches—Improvements—Findings of Fact of Trial Judge.]—Action by a woman against her son for damages for breach of covenants in agreements under which the defendant worked the plaintiff's farm and for depreciation of the farm and the farming implements. The action was tried without a jury at an Ottawa sittings. LATCHFORD, J., in a written judgment, said that under the first agreement, made in 1912, the sum of $300 was made payable by the defendant to the plaintiff for the first year of his tenancy of the plaintiff's farm. The defendant laboured energetically during that year, but there was a short crop. Whatever there was, the plaintiff received, and she determined not to exact from the defendant any rent. He became disheartened, and, with the concurrence of the plaintiff, surrendered the agreement, returned the farm and the stock and implements, and went, in 1913, to one of the western Provinces. The plaintiff resumed possession of the farm and chattels, and made a lease of the farm to another person, who, after a few months, threw it back on her hands. She then communicated with the defendant; and, upon her urging, he returned. The old agreement was then renewed and supplemented; and, as renewed and supplemented, was now binding on the parties. Its provisions had been substantially complied with except in so far as compliance had been prevented by the unreasonable demand of the plaintiff that a hot water system of heating should be installed in the farm-house. The system which the defendant was willing to install, and which he was prevented by the plaintiff from installing—a hot air system—was that which was proper in the circumstances. All rent due was paid before action brought. Apart from using to his mother language which no provocation could excuse, no impropriety could be attributed to the defendant. There had been no breach of the agreement on his part; and the improvements which he had made rendered it impossible that he should be relegated to his original position. The agreements, therefore, should stand. Action dismissed with costs, if exacted. Gordon Henderson, for the plaintiff. C. A. Seguin, for the defendant.