

DIARY FOR FEBRUARY.

1. Friday.....Sir Edward Coke born, 1552.
3. Sunday.....4th Sunday after Epiphany.
4. Monday.....Hilary Term begins. Toronto Assizes, jury (civil) cases.
4th week, Ferguson, J., Q.B. and C.P. Div. Ct. sit.
6. Wednesday....W. H. Draper, 2nd C.J. of C.P., 1856. County Court
non-jury sittings in York. Convocation meets.
8. Friday.....Convocation meets.
9. Saturday.....Union of Upper and Lower Canada.
10. Sunday.....Septuages. Sunday. Canada ceded to Great Britain, 1763.
11. Monday.....Toronto Assizes, jury (civil) cases, 5th week, Robertson, J.
T. Robertson, appointed J. Chy. Div., 1887.
14. Thursday....Toronto University burned, 1890.
15. Friday.....Convocation meets.
16. Saturday.....Hilary Term ends.
17. Sunday.....Sexagesima Sunday.
18. Monday.....Robert Sedgewick, J. of S.C., 1893.
19. Tuesday.....Supreme Court of Canada sits.
21. Thursday....Chancery Division Court sits.
24. Sunday.....Quinquagesima Sunday.
27. Wednesday....Ash Wednesday, Sir John Colborne, Administrator, 1838.
28. Thursday....Indian Mutiny began 1857.

Reports.

FIRST DIVISION COURT, COUNTY OF LAMBTON.

[Reported for THE CANADA LAW JOURNAL.]

MATHEWSON v. HOW.

Landlord and tenant—Abatement of nuisance—Costs of, to be borne by tenant, where occasioned by him—R.S.O., c. 205, ss. 62 and 104.

A nuisance was caused on the demised premises by the tenant :

Held, (1) that R.S.O., c. 205, s. 104, does not declare the liability of an owner in every case to bear the expenses of abating a nuisance, but only applies in cases where he has been proved to be liable.

Held, (2) that s. 62 fixes the liability to pay such expenses upon the party causing the nuisance.

[SARNIA, June 30, 1894. MCKENZIE, J.J.]

H., the defendant, was the tenant of a certain residence under written lease from the plaintiff, M., dated 10th October, 1891, and made pursuant to the Act respecting Short Forms of Leases.

The rent was payable monthly, and the lease contained the usual statutory covenant by the lessee to repair reasonable wear and tear, and damage by fire only excepted.

There was also a special covenant by the lessee that he would, on the determination of the lease, remove all ashes and refuse from the demised premises, and leave the same in a cleanly condition, fit for the reception of an incoming tenant ; sewerage rates were to be paid by the lessor.

The house and appurtenances were new when the defendant took possession, and had never been occupied before. There was no connection with the public sewer, but the water and refuse from the house was all drained into a cesspit in the yard, used only by the defendant's household.

After the defendant had been in possession under the lease for upwards of two years, a leak in his bathroom caused the cesspit to fill and overflow, and