

Boyd, C.] BRERETON v. CANADIAN PACIFIC R. W. CO. [Jan. 4.  
*Jurisdiction of Ontario Courts—Injury to land in another province—Local or transitory action.*

The plaintiff complained that the defendants, by negligent use or management of their line of railway, allowed fire to spread from their right of way to the plaintiff's premises, whereby his house and furniture were burnt. These premises were alleged to be in the Province of Manitoba, where the plaintiff himself resided, and in which the defendants were legally domiciled, and actually carried on business. The defendants denied the plaintiff's title to the land upon which the house and furniture were situate.

*Held*, that the action, as regards the house, was in trespass on the case for injury to land through negligence, and this form of action was, like trespass to land, local, and not transitory, in its nature. The action, therefore, so far as the house was concerned, could not be entertained by the Ontario Court; but aliter as to the furniture.

*Companhia de Mocambique v. British South Africa Co.*, (1892) 2 Q.B. 358, (1893) A.C. 602, followed. *Campbell v. McGregor*, 29 N.B. Repts. 644, not followed.

*Shepley*, Q.C., for plaintiff. *Aylesworth*, Q.C., for defendants.

Rose, J.] GOLD MEDAL FURNITURE CO. v. LUMBERS. [Jan. 5.  
*Landlord and tenant—Agreement for termination of tenancy—"Disposing of" demised premises—Notice to quit—False representation—Covenant for quiet enjoyment—Disturbance—Breach—Acquiescence—Damages.*

The plaintiffs were lessees of the defendant of part of a factory, under a lease made in pursuance of the act respecting short forms of leases, which contained a proviso that in the event of the defendant disposing of the factory, the lessees should vacate the premises, if necessary, on notice or payment of a bonus. Shortly after the lease was made, the defendant notified the plaintiffs that he had disposed of his interest in the factory premises, and they would be required to vacate the portion occupied by them. The plaintiffs vacated the premises, under protest, and brought this action for damages for fraudulent representations. By an agreement made between the defendant and G., it was recited that the parties "desire so to manage and deal with the said lands and premises as to cause the same to return an income greater than the expenditure now required to be made"; and it was provided that G. was to have superintendence of the building and of obtaining tenants at rentals greater than the rentals then being received; that the defendant was to advance money to make improvements; that whatever G. did was to be done for and in the name of the defendant, who was to collect all rents and returns; the leases to be in the defendant's name, and the tenants to be his tenants. Then there was a provision for a sub-lease of the premises to G. upon the happening of certain events, at a named rent, and for an option for purchase by G. at a fixed price at any time before the expiration of the sub-lease.

*Held*, that the defendant had not by this agreement disposed of the fac-