

## Reports and Notes of Cases.

### Dominion of Canada.

#### SUPREME COURT OF CANADA.

B.C.]

[Nov. 2, 1915.]

VANCOUVER BREWERIES, LIMITED v. DANA AND FULLERTON.

*Landlord and Tenant—Lease—Licensed Hotel—Accommodation Required by Regulations—Covenant by Lessor—Repairs and Improvements—Loss of Liquor License—Determination of Lease—Implied Condition.*

In a lease of property, upon which was situated a hotel licensed to sell liquors, the lessor covenanted to repair and improve the premises in compliance with municipal regulations which might be made from time to time in respect to hotels for which liquor licenses should be granted. During the term of the lease a regulation was made, requiring licensed hotel premises to be enlarged and improved in certain respects, with which the lessor did not comply and, in consequence, the renewal of the liquor license was refused at the end of the license year then current.

*Held*, that neither the circumstances in which the lease was entered into nor the lessor's covenant to make repairs and improvements gave rise to an implied condition to the effect that the obligation of the tenant to pay the rent reserved should terminate upon the hotel, through no fault attributable to the lessee, ceasing to be licensed premises. *Grimsdick v. Sweetman* (1909) 2 K.B. 740, followed.

Judgment appealed from (21 B.C. Rep. 19) affirmed.

*Lafleur*, K.C., and *Harvey*, K.C., for the appellants. *Wallace Nesbitt*, K.C., for the respondents.

B.C.]

READ v. COLE.

[Nov. 2, 1915.]

*Solicitor and Client—Fiduciary Relationship—Transfer of Lands—Joint Negotiations—Agreement to Share Profits—Intervention of Third Party—Solicitor's Separate Advantage—Bonus from Third Party—Obligation to Account to Client.*

The Government of British Columbia had unsuccessfully at-