

The plaintiff leased from the defendants part of the upper floor of a building on St. Catherine St., where he carried on, for two years, business as restaurant keeper. There was an adjoining dwelling, owned by the defendants, bearing the same number, using the same entrance as that used by the plaintiff and his customers. Since the occupation of the plaintiff, the defendants have leased to one Lachance the adjoining premises which has been since occupied for purpose of prostitution. Idle and disorderly persons used the same entrance, passage way and stair-case as the plaintiff and his customers. This state of affairs has rendered the premises occupied by the plaintiff uninhabitable for peaceful and respectable persons. For this reason the plaintiff brought an action in resiliation of his lease and for \$350 of damages, alleging also that the defendants have failed to maintain the premises leased in a fit condition for the uses for which they have been leased, and have failed to give the plaintiff peaceable enjoyment of said premises; and that the continuance of the plaintiff's business has been rendered impossible. The defendants deny the allegations of the declaration, and allege that the plaintiff has never complained of the matters contained in this declaration; that he has frequently asked the defendants and their employees, and specially on the 6th February 1915, for the cancellation of his lease, and that the present action is a subterfuge for the purpose of getting rid of the lease, and they pray for the dismissal of the action.

The action was maintained for \$250 in the Superior Court, by the following judgment:

(After a perusal of the issue and of the evidence).

"Considering that the circumstances of the case and