

depth of 16 feet. Immediately north, is a long wooden shed, metal-sheeted, and open to the east. Immediately north, is a large wooden stable, metal-sheeted. The west walls (or wall) of these three buildings forms a continuous line running north from the north line of Cooper street, and begins at a point a number of feet in front of the southerly face of the verandah on the south or front side of the plaintiff's house. There had been a fence for years on or near the line between the two lots, which each party asserted to be on his property. It was torn down by the defendant or his men in excavating for the apartment house. On the 24th June, 1911, the defendant executed a lease in writing in favour of one Duklow of part of lot 38, being the part at the rear having the stable upon it. Duklow, when the stable was completed, went into possession about the 1st August, 1911, and continued therein for upwards of two months. He carried on business as the keeper of a livery stable or boarding and exchange stable. The plaintiff claimed, in respect of the fence and excavation, damages to the amount of \$100. He also alleged that the buildings were so erected by the defendant that water from the roofs is thrown on to the plaintiff's property and is affecting the foundation of his dwelling-house and the reasonable use and enjoyment of his verandah and property. He also alleged that, by reason of the odours from the stable, his use of his dwelling-house is seriously interfered with and he has sustained loss and damage. The plaintiff further alleged that the defendant acted improperly and maliciously in the matter of the erection of the buildings, and with a desire and intention of compelling the plaintiff to purchase the westerly 33 feet of his lot at an exorbitant price. And he sought an order compelling the defendant to remove the buildings erected by him on the property in question, restraining him from discharging rain-water from the roofs of his buildings to the detriment of the plaintiff and his property, and from carrying on or permitting to be carried on the livery business. SUTHERLAND, J., said that, while the defendant's conduct does not appear to have been very neighbourly, and while the buildings were certainly not such as one would expect to see erected on a residential property, he could not see that the defendant was not within his right in erecting them. It appeared that, subsequent to the issue of the writ, Duklow was obliged to discontinue his livery or exchange business, through some action taken by the municipal authorities. He was permitted by the defendant to give up his lease. The building that was being used as a stable is apparently now a garage. The office building was naturally distasteful