

The Ontario Weekly Notes

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APPELLATE DIVISION.

SECOND DIVISIONAL COURT.

JANUARY 17TH, 1918.

*ST. GEORGE MANSIONS LIMITED v. HETHERINGTON.

Landlord and Tenant—Lease of Suite in Apartment-house—Finding of Trial Judge that Suite Let Partly Furnished—Appeal—Reversal of Finding—No Implication of Condition or Warranty of Fitness for Human Habitation—Tenant Leaving Premises because Uninhabitable—Liability for Rent.

Appeal by the plaintiff company from the judgment of the Senior Judge of the County Court of the County of York, dismissing the action, which was brought in that Court and tried without a jury.

The appeal was heard by MULLOCK, C.J. Ex., CLUTE, SUTHERLAND, and KELLY, JJ.

J. A. Macintosh, for the appellant company.

George Wilkie and S. A. A. Campbell, for the defendant, respondent.

CLUTE, J., reading the judgment of the Court, said that the action was brought to recover the sum of \$219.34 for rental of apartment number 3 in the St. George Mansions, under a lease dated the 16th September, 1915, between the plaintiff and the defendant, for the period extending from the 1st June, 1916, to the 23rd August, 1916. The lease was dated the 16th September, 1915, and was for twelve months from the 1st October, 1915. The premises were described as "the suite of rooms or apartments

* This case and all others so marked to be reported in the Ontario Law Reports.