I have not omitted to notice that the contract calls for 25 feet frontage only; both parties agree that it was the building No. 1224 Bloor west, and the land it covers, which are the subject matter of the contract.

The parties have agreed that there shall be no costs.

DIVISIONAL COURT.

HON. MR. JUSTICE RIDDELL. NOVEMBER 5TH, 1912.

JARVIS v. HALL.

4 O. W. N. 232.

Landlord and Tenant — Illegal Distress — Alleged Acceleration — Quantum of Damages—Damage to Business—Effect of 1 Geo. V. ch. 37, sec. 54—Verdict of Jury Reduced—Costs.

Action for illegal distress. Defendant had procured a transcript of a Division Court execution to be issued in plaintiffs' county and a pretended seizure made thereunder. He then had his bailiff seize plaintiff's goods, claiming rent was due by reason of an acceleration clause in the lease providing that should the tenant's goods be seized and taken in execution, the next ensuing year's rent should immediately become due and payable.

MULOCK, C.J.Ex.D., entered judgment for plaintiff for $764 damages and costs, upon the findings of the jury.

DIVISIONAL COURT reduced amount of damages to $464, with costs on High Court scale; at option of plaintiff he was given right to take a reference as to the amount of damages. Plaintiff to be entitled to half the costs of appeal.

Statute 1 Geo. V. ch. 37, sec. 54, considered.

Appeal by defendant from judgment of MULOCK, C.J., at the trial of an action for wrongful distress, awarding plaintiff $764 damages and costs, upon the findings of the jury.

W. T. J. Lee, for the appeal.

Jas Fraser, contra.

HON. MR. JUSTICE RIDDELL:—The trial of this case took a very long time; but many of the matters in controversy were eliminated, and before us the argument was not complicated by much contention as to the facts.

It will be sufficient to set out the facts now material.

The plaintiff was a tenant of the defendant under a written lease, not too skilfully drawn—it contains a clause: "Provided . . . that if . . . any of the goods