

**FOLEY AND ANOTHER v. BAKER.**

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**Lease—Occupation—Bugs—Warranty—C. C., art. 1612.**

1. A tenant is justified to refuse to take possession of a dwelling, if he discovers that it is infested by bugs.

2. Where, at the signing of a deed of lease, the lessor verbally gave the lessee who makes the remarks that he had been informed that the house was full of bugs, the assurance that it was not the case, there is a warranty on the part of the lessor justifying the lessee to refuse to enter into the occupation of the house, if he finds out that in fact, the dwelling is infested with this vermin.

The judgment of the Superior Court, which is affirmed, was rendered by Mr. Justice Martineau, on May 31st, 1916.

The plaintiffs rented to the defendant a dwelling on Green Street. Before signing the lease, the tenant called the attention of the plaintiff to the fact that he had been told that the house was infested by bugs. Thereupon the proprietor told him that it was false. The next day the defendant found out that in fact the tenement was full of bugs. He refused to enter into the occupation of the house.

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Fortin, Greenshields and Lamothe, JJ.—Court of Review.—  
No. 3698.—Montreal, November 30, 1917.—Vipond and Vipond,  
attorneys for plaintiffs.—Jacobs, Couture and Fitch, attorneys  
for defendant.