

A comparatively narrow hall, a dark hall, leading from the street entrance to the stairway and thence to the apartments does not determine the question of front or main entrance. The part fronting on Palmerston avenue will be the main entrance. The building is now—whatever the original intentions were—being so erected that the end fronting on Palmerston avenue will be the predominating front of the building, the main entrance from the outside to all the apartments.

That there may be a shorter and more convenient way for persons approaching the building from the west, and desiring to enter the western apartments, or the westerly end of the easterly apartments, does not affect the question under consideration, nor is it material that the side facing Harbord street has two or more or less doors, or that the southerly side is more architecturally beautiful than the end fronting on Palmerston avenue. That side of the building is the "frontage" on Harbord street, as the word "frontage" is used in restriction 3.

If I had any doubt as to the time, construction and meaning of the restrictions, that doubt should, upon a motion to commit, be resolved in favour of the defendant.

The motion should be dismissed, and with costs.

HODGINS, J.A.

JANUARY 23RD, 1913.

DICKSON CO. OF PETERBOROUGH v. GRAHAM.

Landlord and Tenant—Expiry of Lease of Hotel Premises—Action of Ejectment—Defence of New Parol Lease for one Year—Agreement—Failure of Proof—Terms of Agreement—Liquor License—Covenant in Lease—Authority of General Manager and Vice-President of Company—Landlord—Necessity for Action by Board of Directors—Recovery of Possession—Occupation Rent—Injunction—Damages—Double Value—Stay of Proceedings.

Action to recover possession of the premises known as the Oriental Hotel in the city of Peterborough.

The defendant held the hotel under a lease dated the 31st December, 1906, the term in which began on the 1st February, 1907, and expired on the 30th April, 1912.

The defendant alleged that on the 1st May, 1912, an agreement was made between the plaintiff company and himself,