HIGH COURT DIVISION.

Logie, J.   June 16th, 1919.

SUNDERLAND ATHLETIC ASSOCIATION v. TORONTO GENERAL TRUSTS CORPORATION.

*Landlord and Tenant—Lease—Covenant for Quiet Enjoyment—
Breach—Eviction—Damages—Measure of—Recovery of Rents
Received by Landlord from New Tenants after Eviction—Value
of Improvements—Value of Renewal Term—"Treaty Termi-
nating the War"—Armistice—Counterclaim for Rent and
Taxes—Costs.*

Action for damages for breach of a covenant for quiet enjoy-
ment, and for the eviction of the plaintiffs from lands demised to
them, and for a declaration that the plaintiffs were entitled to
certain rents and profits. Counterclaim by the defendants for
rent and taxes paid.

The action and counterclaim were tried without a jury at a
Toronto sittings.

J. P. MacGregor, for the plaintiffs.

W. A. McMaster and A. J. Anderson, for the defendants.

Logie, J., in a written judgment, said that on the 1st April,
1914, the predecessors of the defendants, as executors of one
Townley, deceased, by a lease under the Short Forms of Leases
Act, demised lands to the plaintiffs to hold for 5 years, at the
yearly rental of $500. It was stipulated in the lease that, although
the term was 5 years, the lease should become null and void on
the death of the widow of Townley, during the period of whose life
the executors were permitted to hold and lease the lands, and that
at the end of the same term of 5 years, if the widow should still be
living, the executors should give a renewal of the lease for a fur-
ther period of 5 years, subject to terms similar to those contained
in the original lease, at the same rental.

It was admitted by the defendants that the lease was valid
and binding upon them and in full force and effect at the time of
the acts complained of.

The plaintiffs entered into possession of the lands demised and
fitted them up as athletic grounds. There were about 2,000
members of the association, and at the outbreak of the war some
1,500 or more of them went overseas. The result was disorganisa-
tion, and the rent fell in arrear.