

third defect, viz., that in the cellar, which seems to be proved by satisfactory evidence, can, I venture to think, not fairly be described as "a very slight defect." Supposing, however, all the defects to be slight, the case for the plaintiff is not bettered; for, in the first place, it is not the extent of the defect which is material, but the result of such defect in producing an unsanitary condition; and, second, the plaintiff has not the right either herself to correct these defects now, after the beginning of the term, or to call upon the defendant himself to repair.

Much was made of the fact that it was not proved that the sickness resulted from the condition of the house. It is quite likely, in accordance with *Beal v. Michigan Central R. R. Co.* and the cases there cited, that the defendant would have failed had he claimed damages from the plaintiff for causing the sickness: but it is not necessary to go that far—it is not necessary to prove that the condition of the house was such that it did cause sickness; it is abundantly sufficient to prove, as was done in this case, that it might have such effect—that is (to repeat) that the house was unsanitary.

Appeal allowed with costs and action dismissed with costs.

LATCHFORD, J.:—I agree.

FALCONBRIDGE, C.J.:—And I agree in the result.

---

HANNA v. HANNA—FALCONBRIDGE, C.J.K.B.—JAN. 14.

*Judgment—Terms of—Claim for Chattels.*]—Motion by the plaintiff to vary the minutes of a consent judgment. The minutes said that the plaintiff was to "realease all claims on farm and chattels upon new agreement being executed." The Chief Justice held that no exception could be made in favour of the plaintiff as to household furniture claimed by him. Featherston Aylesworth, for the plaintiff. A. H. F. Lefroy, K.C., for the defendant.

---

GREAT WEST LIFE ASSURANCE CO. v. SHIELDS—MASTER IN CHAMBERS—JAN. 15.

*Summary Judgment—Affidavit in Support of Motion.*]—Motion by the plaintiffs for summary judgment under Rule 603 in an action on a judgment recovered in Manitoba. The Master held that the affidavit in support of the motion, being that of one of the