

caused by alleged dampness, in that it might have been due to changing temperature, which it did not appear would not have had the same effect in the original place of storage.

*May*, for plaintiff. *Code*, for defendant.

Street, J.]

WEBER v. TOWN OF BERLIN.

[June 22.

*Nuisance—Injury to farm by sewage—Liability of municipal corporation—Fouling natural stream—Damages.*

The defendants, a municipal corporation, were held liable to the plaintiffs for damages sustained by reason of sewage matter brought upon the plaintiffs' land by a creek which received the outflow from a sewage farm operated by the defendants, and also for anthrax germs brought upon the plaintiffs' land by reason of the defendants' sewage system. The defendants, though authorized by the Municipal Act to undertake and carry out the works, were not authorized to do so in such a way as to cause a nuisance or to injure other persons. Having given leave to the tanneries from which the anthrax germ came to connect with their system of sewage, the defendants were responsible for the result. Although they had forbidden the throwing of the refuse from which the germs were believed to come into the sewer, they were not relieved from liability, because they had the power, and had not exercised it, of enforcing the prohibition by stopping the connection.

The elements of damage in such a case were considered, and damages were assessed for the loss of an animal which died from anthrax, for the value of lands rendered worthless by anthrax, and interest thereon, for permanent impairment of the value of other lands, for the value of additional fencing to keep cattle from the infected water, for the loss of pasture, and for the pollution of the air in and about a dwelling-house. The acts of the defendants having had the natural effect of giving rise to an apprehension which had destroyed the value of the plaintiff's property, the defendants were held liable to make the loss good.

*Aylesworth*, K.C., and *C. A. Moss*, for defendants. *Riddell*, K. C., and *C. P. Smith*, for plaintiffs.

Falconbridge, C.J.K.B., Street, J., Britton, J.]

[June 28.

IN RE GRANT AND ROBERTSON.

*Overholding Tenants Act—Negotiations for new tenancy—Failure to agree—Tenancy at will—Notice to quit—Demand of possession—Jurisdiction of County Court Judge.*

Upon a review of proceedings taken under the Overholding Tenant Act, R. S. O. 1897, c. 171 :—

*Held*, that the evidence sustained the finding of the County Court Judge that no completed agreement for a new lease was ever made, but that the tenant held over expecting that an agreement would be arrived at.