
SUPERIOR COURT.

Lessor and Lessee. — Repairs. — Expiry of lease. —
Resiliation of lease. — Damages. — Amendment. —
Incidental demand.

MONTREAL, 31st May 1910.

SAINT-PIERRE, J.

DAME A. M. RUFFERNACHT *vs* S. TSIPURAS.

HELD.—1o. That although the obligation of the lessee is to deliver to the lessor the leased premises in as good condition as he received it, only at the expiration of the lease, nevertheless if he commits waste of a serious nature, the lessor is not bound to wait until the expiry of the lease before applying a remedy.

2o. A lessor suing his tenant to force him to restore the leased premises, which he allowed to go to ruin, in good order and in damages, may, by an incidental demand for accruing damage, demand the resiliation of the lease.

3o. That such incidental demand may be considered an amendment to the conclusion of the principal demand.

Civil code, articles 1624, 1626, 1632, 1633.

The plaintiff is the owner of the buildings bearing the civic numbers 354, 356, 358 and 360, Colonial avenue, in the eastern part of the city. The buildings comprise a