only question remaining was, whether this action must fail because the prescribed notice of the accident was not given to the appellant corporation: the Municipal Act, 3 & 4 Geo. V. ch. 43, sec. 460 (4), now R.S.O. 1914 ch. 192, sec. 460 (4). That subsection provides that "no action shall be brought for the recovery of the damages mentioned in sub-section 1 unless notice in writing of the claim and of the injury complained of has been served upon or sent by registered post to the head or clerk of the corporation . . . within 30 days . . . after the happening of the injury . . ."

It was admitted that the person in charge of the engine was killed as a result of the accident, and that due notice in writing of the claim of his personal representative and of the injury complained of was given within 30 days. The Reeve of the township was informed of the accident, and visited the scene of it on the morning after it happened, and he then learned of the injury that had been done to the respondent's engine, of the death of the person who was in charge of it, and that the injury and death had been caused by the collapse of the bridge.

No formal notice in writing of the respondent's claim or of the injury complained of was served within 30 days of the happening of the injury, but on the 20th August, 1913, and within the 30 days, a letter was written by Charles A. Thompson & Co. to the Reeve, informing him that they had repaired the respondent's engine, enclosing an account for $207.65, and asking for payment.

On the 19th September, 1913, the township clerk wrote to Thompson & Co. saying that the council refused to pay.

According to the respondent's testimony, he instructed Thompson & Co. to send the account to the Reeve.

It could not be said that the County Court Judge was wrong in holding that, in the circumstances, the notice given by Thompson & Co. was a sufficient notice to satisfy the provisions of the statute. But, if the notice was not sufficient, there was "reasonable excuse" (sub-sec. 5) for the want or insufficiency of the notice, and the appellant corporation "was not thereby prejudiced in its defence."

The absence of prejudice was beyond question; and it was reasonable for the respondent to believe that the sending in of Thompson & Co.'s account, which shewed that it was for repairs to the respondent's engine, and indicated that these repairs were necessary in consequence of the happening of the accident the occurrence and results of which were known to the Reeve, was sufficient, and that a more formal notice was not necessary.

Although the cases had gone a long way towards making the