

JUNE 15TH, 1915.

REAUME v. CITY OF WINDSOR.

*Highway—Dedication—Acceptance—By-law of Municipality—
Waiver of Conveyance—Evidence—Findings of Trial Judge
—Appeal.*

Appeal by the plaintiffs from the judgment of MIDDLETON, J., 7 O.W.N. 647.

The appeal was heard by RIDDELL, LATCHFORD, KELLY, and LENNOX, JJ.

J. H. Rodd, for the appellants.

E. D. Armour, K.C., for the defendants, respondents.

KELLY, J., delivering the considered judgment of the Court, said that the rights of the parties had been determined by the trial Judge mainly on the ground, as he found the facts, of a dedication to and user by the public of what was known as Medbury street, in what is now the city of Windsor; and there was ample evidence to support the finding upon that question, and also the finding that the execution of a conveyance was waived. It was necessary to shew acceptance by the municipal corporation, by some corporate act. No by-law was in evidence; but the construction and maintenance of pavements and sidewalks by the corporation at its own expense was sufficient evidence of acceptance.

No sufficient reason was shewn for interfering with the result arrived at by the trial Judge, and the appeal should be dismissed with costs.

JUNE 15TH, 1915.

*YOUNG v. BANK OF NOVA SCOTIA.

*Landlord and Tenant—Tenant Overholding after Expiry of
Term and Paying Rent—Presumption—Tenancy from Year
to Year—Corporation as Tenant.*

Appeal by the defendants from the judgment of the District Court of the District of Thunder Bay.

By an indenture under seal the plaintiff leased to the defendants, a chartered bank, certain premises for a term of 18