

ance or understanding, at least by him, that it was given to secure the repayment of a loan of \$400, or any sum greater in consequence of his having to pay the encumbrances on the property. At the time when the agent asked for a statement of what he paid for the property he understood him to mean that he wanted to repurchase the property.

Having decided that the landlord is the owner in fee simple of the lands in question, the question now arises what relationship has existed between the vendor and purchaser since the purchase and conveyance of the property. I have come to the conclusion that she has been in possession ever since by the permission of the purchaser, and that she has been ever since a tenant at will of the vendee, which tenancy was put an end to by notice before these proceedings were commenced for the recovery of the premises. A permissive occupation of real estate without rent reserved or paid and without any time agreed upon to limit the occupation is a tenancy at will: vide *Lynes v. Snaith* (1899), 1 Q. B. 486; *Braithwaite v. Hitchcock*, 2 Dowl. P. C. N. S. 444. "A grantor or mortgagor continuing in possession of the premises after the conveyance or mortgage is not a tenant at will of the grantee or mortgagee": *Doe d. Roby v. Maisey*, 8 B. & C. 767 (32 R. R. 548). If not a tenant at will she is a tenant at sufferance, and in such case she was not entitled to notice to quit before action. She is certainly an occupant; and under the interpretation clause of the Act the expression "tenant" means and includes an occupant. I am of opinion that even were the deed given by way of a mortgage as contended by the tenant, the landlord should succeed in these proceedings in view of the covenant in it for possession and quiet enjoyment.

It therefore appears to me that this case is clearly one coming within the true intent and meaning of this chapter (the Overholding Tenants' Act), and that the tenant wrongfully holds against the rights of the landlord the premises sought to be recovered by him in this application. The proceedings under this Act are provided to enable a landlord to recover in a summary manner instead of the old tedious action of ejectment, lands wrongfully held by a tenant who has clearly no right to hold the same as against the legal owner entitled to immediate possession.

It was contended in behalf of the tenant that the Judge of the County Court has no jurisdiction to determine the rights of the parties in an application under this Act; and