

recover rent of an apartment under an alleged lease or agreement for a period after the defendant had vacated the premises on the 30th April, 1909, having given one month's previous notice in writing of his intention to quit. The Court (FALCONBRIDGE, C.J. K.B., BRITTON and SUTHERLAND, JJ.), held that the defendant, being permitted to continue in possession pending negotiations for a new lease, was not a tenant for a year nor from year to year, but only a tenant at will: *Idington v. Douglas*, 6 O. L. R. 266. Appeal allowed with costs and action dismissed with costs. J. M. Ferguson, for the defendant. J. A. Macintosh, for the plaintiffs.

RE CARTWRIGHT AND TOWN OF NAPANEE—DIVISIONAL COURT—
MARCH 9.

Municipal Corporations—By-law—Rate for Ordinary Expenditure—Irregular Procedure—Costs.]—Appeal by Sir Richard Cartwright from an order of CLUTE, J., dismissing without costs a motion by the appellant to quash a by-law passed by the town council on the 3rd August, 1908, authorising the levy of a rate for the expenditure of 1908. The Court (FALCONBRIDGE, C.J.K.B., BRITTON and SUTHERLAND, JJ.), held that the theory of the applicant that the fiscal year was changed, and that there was, accordingly, a broken period of half a year, had been entirely displaced. The system adopted by the council was extremely crude and unbusiness-like, but the Court was assured that it had been discontinued. There was a bona fide mistake in one or more of the estimates, but no one had suffered, and the excess had gone into the general funds in accordance with the statute; e.g., the estimate and assessment for the West street sewer were not properly "labelled," so to speak, but the money was used to repay money belonging to that sewer which had been used for general purposes, instead of borrowing money from the bank. The system was irregular and improper, but there had been no "graft" or corruption, and neither the municipality nor the applicant nor any other ratepayer had been the loser by one cent. Appeal dismissed without costs. G. Bell, K.C., for the appellant. C. A. Masten, K.C., and W. S. Herrington, K. C., for the town corporation.