

fere with the right of the plaintiff in respect to the apartments in question . . . except by legal proceedings in a Court of law, until this action be tried," ordered that "the plaintiff shall not be further interfered with and proceeded against by the defendants . . . otherwise than by proper and legal procedure in a Court of law, until this action is duly tried and disposed of."

On the 8th July, 1910, Godwin, as landlord, served on the applicant a notice claiming possession, and on the 14th July a further demand of possession, which stated that the Judge of the County Court of York had appointed the 19th July "for the purposes mentioned in the appointment," under the Overholding Tenants Act. The applicant attended and offered the evidence of himself and wife, and Godwin and his wife gave their evidence before the Junior Judge, who found in favour of Godwin, the landlord, and ordered a writ of possession to issue after two days, and ordered the applicant to pay \$15 costs. A copy of the reasons given by the Junior Judge and a statement of defence in the High Court action were served upon the applicant on the 14th October.

Thereupon the applicant made this motion for prohibition until the action in the High Court should be determined, or for such other order as might be deemed right.

The applicant appeared in person.

No one appeared for the Godwins.

RIDDELL, J.:—It cannot be said that the acts of the landlord are in any sense in breach. The proceedings before the County Court Judge are "by legal procedure in a Court of law;" and the service of a demand for possession is not an interference with the tenant's possession: *Ball v. Carlin*, 11 O. W. R. 814, 816, 817.

It is, however, argued that the matter is beyond the jurisdiction of the Court below.

The tenancy is evidenced by a receipt signed by the landlord's agent: "Received from James Broom the sum of \$15, being a first quarter's rent at the rate of \$5 per month for the . . . rooms (mentioned) leased by him to me, including free water . . . rental to commence July 1, 1909, with the option of one year's tenancy at said rental, with quiet possession." The tenant swears that he exercised the option for a year's tenancy, but claims the right to a year's tenancy after the expiration of the quarter for which he paid rent. I do not think this is so; the expression "first quarter's rent" seems to indicate that, if the tenant exercised the right to a year's tenancy, the first quarter of the year would be that beginning on the 1st July, 1909. In that I agree with the learned County Court Judge. But it is not necessary that I should