

MEREDITH, C.J.C.P., read the judgment of the Court. He said that the plaintiff, in order to recover, must prove that the injuries she complained of were caused by the gross neglect by the defendants of their duty to keep the highways and bridges under their jurisdiction in repair; and (2) that notice of her claim and injury was given to the defendants in writing within seven days after the happening of the injury: Municipal Act, R.S.O. 1914 ch. 192, sec. 460.

The appellants contended that the requisite notice was not given, and that the plaintiff's injury was not caused by the gross negligence of the defendants.

The first objection to the notice was, that it did not state the day on which the accident happened. The statute, the learned Chief Justice said, does not require that the time of the injury shall be stated in the notice; the defendants were not misled or prejudiced; and the trial Judge was right in refusing to give effect to this objection.

The second objection was, that in the notice the accident was said to have happened on the south side of the street, whereas in fact it happened on the north side. The defendants had sufficient information as to the place of the accident from a description in the notice; and there was no pretence that they were misled or prejudiced. This objection also failed.

The place where the accident happened was part of a sidewalk in the city of Brantford; and at this place it had been either so constructed as to be, or was allowed to become, through disrepair, lower than the ground beside it, with the result that water from rain or melted snow flowed upon the sidewalk, and, there freezing in cold weather, made a dangerous spot, unobservable when fresh snow had fallen, and so a dangerous place, something in the nature of a trap, sometimes. According to the evidence, the sidewalk had been left in that state of disrepair for three years. The trial Judge was right in his finding that the defendants were guilty of gross negligence.

In such a case as this there is some certainty regarding the term "gross negligence:" it means something more than mere default regarding the obligation in general which the statute imposes on municipal corporations to keep highways and bridges in repair.

The fact that, at the time when the plaintiff sustained her injury, weather conditions had made all walks slippery and more or less dangerous, could not relieve the defendants.