

the month, or if otherwise then that you quit and deliver up possession of the premises at the expiration of the three months which shall expire next after the time of your being served with this notice." On the 22nd July a written notice was given by the lessor, demanding immediate possession.

J. H. Moss, for the tenant, contended that, as the proviso gave "the parties" the right to terminate the lease, such right existed only in the lessee (*Dann v. Spurrier*, 3 B. & P. 399, 403), and that the notice was a bald notice to quit, and could only have been given for the termination of the tenancy at the end of a year.

D. L. McCarthy, for the landlord.

MACMAHON, J.—If the proviso ended with the words giving "the parties" the right to terminate the lease, it would be ambiguous and would be construed in favour of the lessee; but it also provides that notice may be given "of his or her intention so to do," and so the notice may be given by either party.

The other point is directly covered by *Soames v. Nicholson*, 71 L. J. K. B. 24, where it was held that in the absence of any express provision in the agreement that a tenancy from year to year was entered into, a three months' notice might be given at any time to determine the agreement. See also *Foa on Landlord and Tenant*, 2nd ed., p. 485. And, therefore, having regard to the terms of the lease and the rights of the parties thereunder, no difficult questions of law were involved.

Motion dismissed with costs. Stay of writ of possession till 1st October to enable tenant to remove from the premises.

ANGLIN, K.C.

SEPTEMBER 12TH, 1902.

TRIAL.

McLEAN v. ROBERTSON.

*Public Schools—Change of School Site—Adoption by Trustees—Ratepayers' Meeting — Resolution — Minutes — Evidence de hors—Inspector—Arbitration—Award—Injunction—Estoppel — Res Judicata—Reverting to Former Site after Change—Resolution of Ratepayers—Poll—Qualification of Voters—Scrutiny.*

Action tried by F. A. Anglin, K.C., sitting for FERGUSON, J., without a jury, at Gore Bay.

W. H. Williams, Gore Bay, for plaintiffs.

A. G. Murray, Gore Bay, for defendants.