

the tenant continues in possession afterwards, the law implies a tacit renovation of the contract. They are supposed to have renewed the old agreement, which was to hold for a year." See also *Dougal v. McCarthy*, [1893] 1 Q.B. 736; *Oakley v. Monck* (1866), L.R. 1 Ex. 159; *Wedd v. Porter*, [1916] 2 K.B. 91.

But, it need hardly be said, the supposition does not hold good against proof, direct or circumstantial, to the contrary. It is the agreement of the parties, not the dictation of Court or Judge, to which effect is to be given.

The mere fact that the rent was payable and was paid monthly is met by the fact that it was so when the term was one for 14 months; and the character of the property and length of possession were rather against than in favour of the contention for a monthly tenancy.

The presumption of a tenancy from year to year was not displaced, but seemed rather to be strengthened, by the evidence.

The appeal should be dismissed.

FERGUSON, J.A., agreed with the Chief Justice.

RIDDELL, J., agreed in the result, for reasons stated in writing.

LATCHFORD, J., read a dissenting judgment.

Appeal dismissed (LATCHFORD, J., dissenting).

SECOND DIVISIONAL COURT.

OCTOBER 3RD, 1919.

*HERON v. COLEMAN.

Master and Servant—Liability of Master for Negligence of Servant—Passenger in Motor Vehicle Injured by Overturning of Vehicle—Hiring of Vehicle and Driver from Owner by Contractor for Supply of Vehicles—Owner of Vehicle Continuing to be Master—Finding of Trial Judge—Appeal.

Appeal by the defendant from the judgment of LOGIE, J., at the trial, in favour of the plaintiff, for the recovery of \$500 damages and for costs. The action was for damages for injury sustained by the plaintiff by the overturning of the defendant's motor vehicle, in which the plaintiff was being carried as a passenger, by reason of the negligence of the driver, the servant of the defendant, as the plaintiff alleged.