

A notice to municipalities in Ontario was prior to 1894 not necessary, then a 30-day notice was prescribed for all municipalities, followed in 1896 by limiting the urban notices to 7 days.

In 1899 the need of further legislation to cover cases of joint municipal liability is emphasized in *Leisert v. Matilda Township*, 26 A.R. (Ont.) 1. The legislation followed in 62 Vict. (Ont.) ch. 26, sec. 39, carried into sec. 606 of Consolidated Municipal Act, 1903, and sec. 460 of the Municipal Act of 1913 [R.S.O. 1914, ch. 192].

It appearing that, in negligence cases of the classes indicated, the notice of the accident prescribed by statute is, to give the defendant a chance to examine the scene of the accident, and to make an immediate and intelligent inquiry into its cause, and so that dishonest claims, or those entirely without legal basis, may be effectively met, and valid claims settled or properly contested; it will be perceived that "ice and snow" sidewalk claims are a striking illustration of the fairness and common sense of speedy notice of accident to induce an inspection before the evidence varies or disappears.

Speaking generally this kind of notice is a condition precedent to the statutory right of action. In this connection Boyd, C., in *Longbottom v. Toronto*, 27 A.R. 198 at 199, reads the original enactment touching sidewalks thus: "The notice required by 57 Vict. (Ont.) ch. 50, sec. 13, in cases of injury from defective sidewalks is to inform the corporation before action of the nature of the accident and the cause of it."

The law-maker having wisely provided for notice of the accident to protect the defendant, has with commendable prudence begun to provide for the numberless cases where the want of notice is to be excused to protect the plaintiff. The law of excuse for want of notice evolves slowly and cautiously. A definition will probably be attempted by express statutory enactment in some future Act. In *Armstrong v. Canada Atlantic R. Co.* (1902), 4 O.L.R. 560 at 568, cited in *O'Connor v. Hamilton* (1905), 10 O.L.R. 529 at 536, it was said: "What may constitute reasonable excuse for not giving notice is not defined and must depend very much upon the circumstances of the particular case."

In *Armstrong v. Canada Atlantic R. Co.* (1902), 4 O.L.R. 560, a case under the Workmen's Compensation for Injuries Act, R.S.O. 1897, ch. 160, sec. 9, it was held that what constitutes reasonable excuse must depend upon the circumstances of each particular case and that such may be inferred where there is (1) notoriety of the accident; (2) employer's knowledge of (a) the injury, and (b) its cause; (3) employer's holding up the claim for a promised settlement.

In the *Armstrong* case, 4 O.L.R. 560 at 568, the governing principle is laid down as follows. "Reasonable excuse for want of notice may be very slight indeed where the occurrence of the accident appears to have been well known to the employer, and a *bond fide* claim for compensation therefor has been made, inasmuch as the Judge has power under sec. 14 in the alternative, and simply in his discretion and on such terms as he may think proper, to adjourn the trial of the action to enable notice to be given."