

*Per* BURTON and OSLER, J.J.A., that it must be shown that the prisoner is liable to conviction for the crime charged according to the law of both countries.

In the result the judgment of the Common Pleas Division, 26 O.R. 163, was affirmed.

*F. Fitzgerald* for the appellant.

*Bruce*, Q.C., for the private prosecutor.

C.C. Bruce.]

[June 25.

ROBERTSON *v.* BURRILL.

*Statute of Limitations—Acknowledgment—Administration.*

An acknowledgment of indebtedness by letter, written after the creditor's decease, to the person who is entitled to take out letters of administration, and who does, after the receipt of the letter, take out letters of administration, is a sufficient acknowledgment within the Statute of Limitations.

Judgment of the County Court of Bruce affirmed, MACLENNAN, J.A., dissenting.

*O'Connor*, Q.C., for the appellant.

*D. Robertson* for the respondent.

C.C. Elgin.]

[June 25.

CITY OF ST. THOMAS *v.* YEARSLEY.

*Duress—Bond.*

A bond to secure the payment of the cost of maintaining at an industrial school a boy convicted of larceny, given in consequence of the magistrate's statement that, in default, the boy would be sent to the reformatory, is void, this being in law duress.

Judgment of the County Court of Elgin reversed, HAGARTY, C.J.O., dissenting.

*O. A. Howland* and *T. W. Crothers* for the appellants.

*N. Macdonald* for the respondents.

C.C. York.]

ONTARIO INDUSTRIAL LOAN & INVESTMENT CO. *v.* O'DEA.

*Landlord and tenant—Lease—Surrender.*

Acts relied on as showing the acceptance by the landlord of the surrender of a lease, and as effecting a surrender by operation of law, must be such as are not consistent with the continuance of the term, and accepting the key, putting up a notice that the premises are "to let," and making some trifling repairs, are ambiguous acts which are not sufficient for this purpose.

Judgment of the County Court of York affirmed.

*J. J. Warren* for the appellants.

*H. A. E. Kent* for the respondents.