

forfeiture clause, and, per Curiam, that, upon the evidence, they had waived the right to forfeit if it had accrued.

When the owner of the reversion accepts a surrender of a lease, he becomes liable upon all such covenants in a sub-lease as concern the demised premises; in this case a covenant by the lessees to supply the sub-lessees with heat and power.

Judgment of MEREDITH, J., reversed.

Thomson, Q.C., and W. E. Tilley, for appellants. Ritchie, Q.C., and A. T. Kirkpatrick, for respondent Soper. Shepley, Q.C., for respondents Fane and Lavender.

From Boyd, C.]

KING v. ROGERS.

Jan. 7.

*Limitation of actions—Acknowledgment in writing—Agent—Power of Attorney.*

A power of attorney from the executor, resident out of the jurisdiction, of a deceased maker of a promissory note to the surviving maker, within the jurisdiction, "to do all things which may be legally requisite for the due proving and carrying out of the provisions" of the will, which, among other things, direct the payment of the testator's debts, does not authorize the surviving maker to bind the estate by an acknowledgment of a debt of which the executor knows nothing, and which is barred at the time.

A letter from the executor of one maker of a note to the holder thereof, advising the holder to look to the surviving maker for payment, as he is now doing well, is not a sufficient acknowledgment.

A direct acknowledgment of the debt in a letter by the executor of one maker of a note to the surviving maker is of no avail to the holder.

Judgment of BOYD, C., 31 O.R. 573; 136 C.L.J. 340, affirmed.

Thomson, Q.C., for appellants. F. E. Hodgins, for respondent.

From Drainage Referee.

[Jan. 17.

MCKIM v. TOWNSHIP OF EAST LUTHER.

*Drainage—Mandamus—Notice—View—Damages.*

A letter written by the complainant's solicitor to the council of the municipality, stating that the land in question has been flooded by water from a drain constructed by the municipality, but not saying anything as to the drain's condition, and asking them to construct and maintain such drainage work as is required to relieve the land, is not a sufficient notice under s. 73 of the Drainage Act to justify the issue of a mandamus. It is the claimant's duty to shew that proper notice has been given if a mandamus is asked for, and objection to the sufficiency of the notice may be taken by the defendants at any stage of the action without pleading want of notice.