

The tenant, overholding after the 1st March, did so with the consent of the landlord pending negotiations. When the negotiations came to an end, the landlord, on the 19th March, served a notice requiring the tenant to give up possession on the 23rd March. Upon the tenant's failure to give up possession on that day, the landlord took proceedings under the Act without any further demand of possession.

*Held*, that the tenant was, after the 1st March, a tenant at will; the notice had the effect of extending his right of occupation till the 23rd March; and a demand of possession after that date was necessary to give the County Court Judge jurisdiction under s. 3 of the Act.

*Aylesworth*, K.C., for tenant. *Middleton*, for landlord.

Boyd, C., Meredith, J., Anglin, J.]

[June 30.

O'CONNOR v. CITY OF HAMILTON.

*Way—Non-repair—Negligence of municipal corporation—Notice of accident—Reasonable excuse for want of—Knowledge of corporation—Prejudice—Appeal from ruling of trial judge.*

In an action against a municipal corporation to recover damages for injuries sustained by reason of non-repair of a highway, the ruling of the judge at the trial as to whether there is reasonable excuse for the want or insufficiency of a "notice in writing of the accident and the cause thereof," and whether the defendants have been prejudiced in their defence, under s. 606 of the Municipal Act, 3 Edw. VII. c. 19, (O.), is subject to appeal.

The defendants had actual knowledge of the accident to the plaintiff and its cause on the day it happened. It was caused by the cave-in of a well travelled public street in the centre of a city. The plaintiff's left and only remaining arm was broken and he sustained other injuries. He was in a hospital, suffering great pain, during the seven days allowed by the statute for giving notice, and notice was not given until the eleventh day after the accident.

*Held*, MEREDITH, J., dissenting, reversing the judgment of MEREDITH, C. J., at the trial, that there was reasonable excuse for the want of a notice in due time; and, affirming the judgment of MEREDITH, C. J., that the defendants had not thereby been prejudiced in their defence.

*Armstrong v. Canada Atlantic R. W. Co.*, 2 O.L.R. 219, 4 O.L.R. 560, applied and followed.

*W. Bell*, for plaintiff. *MacKellan*, K.C., for defendants.

Anglin, J.]

IN RE COHEN.

[July 23.

*Criminal law—Extradition—Recovery of stolen property—Evidence—Inference—"Money, valuable security or other property"—Ejusdem generis.*

Upon a motion for the discharge of a prisoner committed for extradition no evidence can be considered except that upon which the prisone