twenty dollars, such alteration consisting in the addition of a cypher after the figure 2, wherever that figure occurred in the margin of the note, was forgery, and that the prisoner was rightly convicted therefor.

BLEAKLEY v. PRESCOTT.

Municipal corporation—Badly constructed sidewalk—Ice on sidewalk—Negligence.

A sidewalk in the town of Prescott was so constructed by the corporation that a portion of it slanted or declined lengthwise from west to east to the extent of eight or nine inches in a few feet. On this incline snow and ice had been allowed to accumulate and formed a ridge of hard beaten, frozen snow for a considerable distance on the sidewalk. The plaintiff, who was walking at the time from west to east, fell upon the incline and was injured.

Held, that the defendants were liable. *Burns* v. *City of Toronto*, 42 *U.C.R.* 560, and *Skelton* v. *Thompson*, 3 *O. R.* 11 distinguished.

SEYMOUR v. LYNCH.

Lease or license.

In an indenture, under the short forms of Leases Act, the plaintiff was described as lessor, and P. and H. as lessees. The granting part being that the lessor did "give, grant, demise and lease . . . the exclusive right, liberty and privilege of entering at all times for . . . in and upon that certain tract of land situated . . . reserving that portion thereof occupied, and hereafter to be occupied as a roadway . . . and with agents to search for, dig, excavate, mine and carry away the iron ores in, upon or under land, premises, etc." The lessees were also "to pay taxes and to do statute labour assessed upon the premises; and they were not to allow any manufacture or traffic in intoxicating drinks upon said premises, or carry on any business that may be deemed a nuisance thereupon."

Held, reversing the judgment of PATTERSON, J.A., a lease and not a mere license.

FEDERAL BANK v. NORTHWOOD ET AL.

Partnership—Accommodation endorsement—Failure to recover.

The plaintiffs, with notice that the endorsation of a partnership name was for the accommodation of one of the partners, nevertheless gave value for the same.

Held, that they could not recover.

HUGHES v. BRITISH AMERICAN ASSURANCE CO.

The application was by an insurance company to stay proceedings in an action on a policy pending an arbitration as to amount of loss. Under the statutory condition the Court granted a stay on the company admitting its liability on the policy, but at the request of plaintiff, without consent of defendants, the Court granted leave to either party to apply to the Court in respect of the costs of the arbitration. On a subsequent application on the part of plaintiff for an order directing defendant to pay the cost of the arbitration.

Held, that the Court had jurisdiction to deal with the costs.

GIBSON v. MCDONALD.

Temporary judicial district of Nipissing—Appeal to quarter sessions of Renfrew—Grouping clauses Act—R.S.O. ch. 42.

Held, that there is no appeal from the temporary judicial district of Nipissing to the quarter sessions of the county of Renfrew—the county nearest to Nipissing.

Held, also, that the judge of the County Court of the county of Lanark could not preside at the Renfrew sessions and try such appeals, notwithstanding R.S.O. ch. 42, under which these two counties are grouped together for judicial purposes.

GOLDY v. CUNNINGHAM.

A. conveyed land to B. in 1858; consideration $400. Deed not registered but delivered to C. till money paid. B. wrongfully got the deed from C. B. in November, 1866, conveyed to D., reserving a life estate to A. D. knew the $400 had not been paid by B to A. B. in