

Meredith, C.J., MacMahon, J.]

[Nov. 12.]

JONES v. TOWNSHIP OF STEPHENSON.

Municipal corporations—Damages—Non-repair of highway—Notice of accident—Joint liability—Waiver.

Notice of an accident and the cause thereof required by R.S.O. c. 223, s. 606 (3), must now, by 62 Vict. c. 25, s. 39, be given to each of the municipalities where the claim is against two or more as jointly responsible for the repair of the road. *Leizert v. Township of Matilda*, 26 A.R. 1, not now applicable. Where notice in writing was given to one township municipality of two sued as jointly liable, but not to the other, it appeared that the reeve of the latter had been verbally notified by the plaintiff and had then promised to write and had written to the reeve of the former, after which both Reeves attended with the plaintiff and examined the place of the accident, and the reeve of the latter afterwards wrote to the plaintiff advising him that the township corporation did not recognize his claim because it was considered that the loss arose from the fault of the plaintiff, and all this within thirty days after the accident.

Held, that there was no waiver.

Lindsey, Q.C., for plaintiff. *Du Vernet* and *A. A. Mahaffy*, for defendant.

SECOND DIVISION COURT, COUNTY OF PERTH.

MCLAREN v. MILLER.

Promissory note—Material alteration—Correction of error after issuing of note—Bills of Exchange Act, 1890, s. 63.

A promissory note was drawn up and signed on January 1st, 1896, payable "twelve months after date." The payee, who drew the note, used an old form with the figures "188—" printed in the place for the date. When drawing the note, the payee added the figure "6," thus making the date read January 1st, 1886, instead of 1896. Some time after the issue of the note, the payee discovered the mistake and corrected it by writing a figure "9" over the last "8," without asking or obtaining the consent of the makers.

Held, that this was not a "material alteration" within the meaning of "The Bills of Exchange Act, 1890," s. 63, but being only the correction of an error, making the contract appear what it was originally intended to be, did not invalidate the note.

[Stratford, Sept. 15. BARRON, CO.J.]

Action on a promissory note made by one Albert Cameron and the defendant in favour of one George Guest Wilson or bearer for \$50, dated "Staffa, Jan. 1st, 1896," payable twelve months after date, and which note was transferred by Wilson to the plaintiff.

The defence was that the date was altered. The note when signed had the date "January 1st, 1886," but it was not signed upon that day. It was