and said that, under sec. 22, it was apparent that the writing suggesting an intention to revoke was not executed in the manner in which a will is required to be executed, and that the "obliteration" was not validly done so as to come under sec. 23; nor was what was done to be considered as "otherwise destroying the will."

Reference to Jarman on Wills, 5th ed., p. 116, and 6th ed., p. 155; Re Drury's Will (1882), 22 N.B.R. 318; In the Goods of Morton (1887), 12 P.D. 141; In the Goods of Godfrey (1893), 69 L.T.R. 22.

The will was properly admitted to probate, and it must be declared that title passed thereunder, and that the vendor had shewn a good title.

SUTHERLAND, J. JULY 9TH, 1915.

*HUTH v. CITY OF WINDSOR.

Highway—Injury to Person Lawfully Using Cement Sidewalk with Corrugated Surface Worn Smooth — Neglect to Roughen—Dangerous Condition—Notice to Municipal Corporation—Knowledge of Person Injured—Reasonable Care —Findings of Fact of Trial Judge—Damages.

Action against the Corporation of the City of Windsor to recover damages for personal injuries sustained by the plaintiff by a fall upon the sidewalk in front of his own house and shop upon a city street, while he was engaged in transferring goods from a vehicle to his shop. The plaintiff alleged that the sidewalk was improperly constructed, and was in a defective and dangerous condition and very slippery on the 22nd December, 1914, when the injury was sustained.

The action was tried without a jury at Sandwich.

A. R. Bartlet, for the plaintiff.

F. D. Davis, for the defendant corporation.

SUTHERLAND, J., said that the sidewalk was a cement one, laid down in 1900. The plaintiff knew its condition, and made no complaint to the defendant corporation. When the walk was laid, the surface was roughened by corrugation so as to ensure safety to pedestrians. There was some evidence that this