

son v. Lightner (1906), 88 Pac. Repr. 59; First National Bank v. Michael (1887), 1 S.E. Repr. 855; Daniel on Negotiable Instruments, 2nd ed., p. 797.

The learned Judge's conclusion was expressed as follows:—

The instrument sued on is a promissory note; the words "account of lumber to be shipped" are merely a statement of the transaction giving rise to the note—they do not qualify the absolute promise to pay therein set forth. That this is the proper construction of the document is confirmed by the undoubted fact that it was made and issued by the defendants in favour of Shields Brothers in order that the latter might use it to obtain money or credit. Being holders in due course, the plaintiffs are, I think, entitled to judgment for the amount of the note.

The defendants appealed from the judgment of MACBETH, Co.C.J.

The appeal was heard by FALCONBRIDGE, C.J.K.B., RIDDELL, LATCHFORD, and KELLY, JJ.

W. J. Elliott, for the appellants.

Sir George Gibbons, K.C., and G. S. Gibbons, for the plaintiffs, respondents.

THE COURT dismissed the appeal with costs, seeing no reason to disagree with the opinion of the County Court Judge.

Falconbridge on Banks and Banking, 2nd ed., pp. 485, 783 et seq., was referred to.

MARCH 29TH, 1915.

TOWNSHIP OF STAMFORD v. ONTARIO POWER CO. OF NIAGARA FALLS.

Assessment and Taxes—Liability for School Taxes.

Appeal by the defendants from the judgment of FALCONBRIDGE, C.J.K.B., 7 O.W.N. 646.

The appeal was heard by MEREDITH, C.J.O., GARROW, MACLAREN, MAGEE, and HODGINS, JJ.A.

Glyn Osler, for the appellants.

A. C. Kingstone, for the plaintiffs, respondents.

THE COURT dismissed the appeal with costs.