should first be called. They were then called and examined, and afterwards the defendant gave his evidence. The jury found a verdict for plaintiff with $500 damages.

Held, by the Court, while disapproving of the ruling of the learned Judge at *Nisi Prius*, that nevertheless, no substantial wrong or miscarriage having been occasioned by the ruling, and the verdict being satisfactory, a new trial should be refused under s. 289 of the C. L. P. Act.

ARMOUR J. dissented.

J. Reeve, for plaintiff.

Bigelow, for defendant.

DAVIES v. FUNSTON.

Promissory note—Guarantee—Sufficiency of—Parol evidence.

The defendant, after a note had become due, and while it remained unpaid, endorsed upon it the following words:—"I guarantee the payment of the within note to Messrs. J. D. & Co., (the plaintiffs) on demand." The evidence showed that the consideration for this guarantee was the giving of time to one C., for whose debt to the plaintiffs the note was given as collateral security.

Held, that the evidence that the giving of time to C. was the consideration for the guarantee, did not contradict the latter, though it was expressed to be "on demand:" these words referred to a demand upon the guarantor after forbearance to press C.; and that such forbearance was a good consideration.

Per HAGARTY, C. J. Since R. S. O. c. 117, s. 10, such consideration need not appear on the instrument.

J. Reeve, for plaintiffs.

McCarthy, Q. C., for defendant.

WHITELAW v. TAYLOR.

Guarantee—Sufficiency of.

Plaintiff agreed with M. to repair a boiler in the latter's saw mill. During the progress of the work he received the following letter from defendant:—"As Mr. Morden's saw mill, at Bismark, is about to come into my hands right away, and as I am to assume expense of repairs to the boiler, be good enough to push forward the work to be done by you on the boiler as fast as possible, everything is at present at a stand still, waiting on you. Please push on the work and oblige, yours truly, R. Taylor." Plaintiff, without communicating with defendant, went on with the work. The contemplated work was not carried out.

Held, that the defendant had not rendered himself liable by the above letters for the price of the work done, and a non-suit was properly entered.

Bethune, Q. C., for plaintiff.

J. E. Rose, for defendant.

IN RE HIGH SCHOOL BOARD OF DISTRICT OF STORMONT, DUNDAS AND GLENGARRY, AND THE TOWNSHIP OF WINCHESTER AND IN RE THE SAID BOARD AND THE TOWNSHIP OF WILLIAMSBURG.

High School District—Alteration of boundaries—Continuance of liability for High School in severed part.

On 29th April 1878 High School District number four of the United Counties of Stormont, Dundas and Glengarry, being composed of the village of Morrisburg and the townships of Winchester and Williamsburg, the Board of Education of the incorporated village of Morrisburg, resolved that the sum of $7000 be levied on the said district to enable them to erect a school-house. On the 27th of May 1878 it was resolved that the Chairman of the Board be authorized to make a requisition on the municipalities forming the district, to provide their rateable proportion of the sum of $7000. In pursuance of this resolution, the Chairman, in writing under his hand and the seal of the Board, required the municipalities of the townships of Winchester and Williamsburg to raise their proportions. The request was served on the Reeve of Williamsburg on 18th July, and on the Reeve of Winchester on the 19th July. At a meeting of the Board on the 24th of June 1878, it was resolved that the Chairman should levy on these municipalities a further sum of $400 for High School maintenance, which was demanded on the 19th July 1878. On the 27th June 1878, in compliance with a request of a majority of the reeves of the County of Dundas, the Council of the United Counties passed a by-law enacting that district number four should be composed of the village of Morrisburg only. This by-law was quashed on the 5th February 1879; but under special circumstances the rule was reopened and the by-law was on the 2nd February