

being frightened either at the car or at something else. All that can be expected is that the motorman shall proceed carefully, and it is in each case a question whether that has been done.

*Held*, (ARMOUR, C. J., and LISTER, J. A. dissenting). Upon the facts of this case that the evidence did not justify a finding of negligence, and the judgment in the plaintiff's favour was therefore set aside.

*J. Bicknell*, for appellants. *W. R. Riddell*, K. C., for respondent.

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From MEREDITH, J.] ROBINSON *v.* MAJAN. [May 14.

*Chattel mortgage—Endorsement of note—Bills of exchange and promissory notes.*

While the endorsing by a person not a party to a note of his name upon it before it has been endorsed by the payee is not an endorsement in the legal sense so as to make that person legally liable to the payee, a chattel mortgage to the intending endorser to secure him against the liability intended to be incurred cannot be set aside by the mortgagor's assignee for creditors after the mortgagee has paid the note in question. Judgment of MEREDITH, J., affirmed.

*E. B. Ryckman* and *A. T. Kirkpatrick*, for appellant. *Hellmuth*, for respondent.

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From FERGUSON, J.] MCCOSH *v.* BARTON. [May 14.

*Fixtures—Mortgage—Plant.*

A mortgage of an electro-plating factory "together with all the plant and machinery at present in use in the factory" does not cover patterns used in the business, sent from time to time from the factory to foundries to have mouldings made, and not in the factory at the time of the making of the mortgage. Judgment of FERGUSON, J., 1 O.L.R. 229, reversed.

*Aylesworth*, K. C., *F. W. Casey*, *Harley*, K. C., and *W. C. Livingston*, for the various appellants. *Wilkes*, K. C., and *G. J. Smith*, for respondents.

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From ROSE, J.] MITCHELL *v.* CITY OF HAMILTON. [May 14.

*Street railway—Highway—Removal of snow.*

By the provisions of a municipal by-law, to which a street railway company were bound to conform, the company were obliged to remove snow from their tracks in such manner as not to obstruct or render unsafe the free passage of sleighs or other vehicles along or across the street. After a heavy snowfall the company removed the snow from their tracks, the result being that there was a bank of several inches at each side of the tracks to the level of the snow-covered portions of the street:—

*Held*, that the company had not discharged their obligation and that they were liable to indemnify the city against damages recovered against