and her daughter: Rushmer v. Polsue, [1906] 1 Ch. 234, [1907] A.C. 121. By sec. 18 of the Judicature Act, where the Court has, as in the present case, jurisdiction to entertain an application for an injunction, damages may also be awarded to the party injured. The plaintiff is entitled to an order restraining the defendants from continuing the noise and vibration caused by the machines installed by the defendants in April, 1914, and to damages, assessed at $50. The operation of the injunction is not to begin until the expiration of six months from the date of this judgment. In the interim the defendants will have ample time to remove their noisy machinery to a site where it will not be a nuisance. The plaintiff is also entitled to costs. M. J. O'Reilly, K.C., for the plaintiff. W. H. Wardrope, for the defendants.

BANK OF OTTAWA v. HALL—KELLY, J.—DEC. 19.

Promissory Note—Accommodation Note — Endorsement to Bank as Collateral Security for Debt of Payee—Debt Paid before Action Begun—Claim of Bank to Hold Note for Subsequent Debt—Evidence—Findings of Fact of Trial Judge.]—Action on a promissory note for $10,000, bearing date the 26th December, 1908, made by the defendant, payable to the Canadian Cordage and Manufacturing Company Limited, one year after its date, and endorsed by that company to the plaintiffs. Issues of fact were raised as to the purpose for which the note was made by the defendant and the purpose for which it was endorsed to the plaintiffs. At the time the note was made, the company was indebted to the plaintiffs in the sum of $220,000 or thereabouts; and one of the plaintiffs' contentions was, that the note was intended to be in substitution for a note made by one Davidson and held by the plaintiffs. The defendant asserted that the note was given for the accommodation of the company; and this, the learned Judge finds upon the evidence, was the true position. The plaintiffs also contended that the note was assigned to them to be held on the terms set out in a certain memorandum of hypothecation. The learned Judge finds that this note was not included in the hypothecation agreement. There being uncontradicted evidence that all of the indebtedness which existed when the note was given was paid before the institution of the action, the plaintiffs were not entitled to succeed. Action dismissed with costs. G. F. Shepley, K.C., and G. W. Hatton, for the plaintiffs. G. H. Watson, K.C., and S. T. Medd, for the defendant.