
 REPORTS AND NOTES OF CASES.

 Province of Ontario.

 COURT OF APPEAL.

From Drainage Referee.] *WIGLE v. TOWNSHIP OF GOSFIELD SOUTH*. [Jan. 5.
Drainage—Township drain—Division of township—Damages for construction—Joint claim—Amendment of statute—Limitation clause—Recurrence of damages.

Pursuant to the judgment of the Court of Appeal of March 2, 1901 (1 O.L.R. 519), the Drainage Referee July 25, 1901, added the township of Gosfield North as defendants, and they filed a statement of defence on Sept. 10, 1901. The Referee then heard the evidence and assessed damages against both townships in respect of the construction of the drain in question, which was completed before the division of the township of Gosfield. On April 15, 1901, 1 Edw. VII. c. 30 (O.) was passed, which repealed s. 93 of the Drainage Act, and made new provisions, one of which was that the notice claiming damages was to be filed within two years from the time the cause of the complaint arose.

Held, that the plaintiffs' claim for damages was against the two defendants jointly, and that it must be taken to have been first made on Sept. 10, 1901, and was confined to damages suffered by the original construction of the drain which had arisen within two years next before that date; and the plaintiffs would be at liberty to take proceedings under s. 93 as often as any damages should arise in the future, until a remedy should be provided to prevent their recurrence. Judgment of the Drainage Referee reversed.

Langton, K.C., and *A. H. Clarke*, K.C., for appellants, the defendants. *Mabee*, K.C., for plaintiffs.

Full Court.] *DOMINION BANK v. EWING*. [Jan. 25.
Promissory note—Forgery—Notice—Repudiation—Ratification—Estoppel—Severance of liability.

The plaintiffs were endorsees of a promissory note for \$2,000 dated August 14, 1900, purporting to be made by the defendants to the order of the Thomas Phosphate Company. The manager of the company had as a matter of fact forged the maker's name, but got the Bank to discount the note and place the proceeds to the credit of the company on August 15. Cheques were thereupon issued by the company against the proceeds, which