The question whether a highway is out of repair is a question for the jury: *Derochie* v. *Town of Cor wall*, 21 Ont. A.R. 279, followed.—It was shown that the plaintiff had hauled hay upon this road and past this particular place not long before; that he and another man who was on the load with him, when approaching the branch observed the situation, but concluded they could pass in safety; that the other man did pass safely under the branch, and the plaintiff, instead of lying close to the hay, put up his feet to raise the limb, which he failed to do:—Held, that the plaintiff was not called upon to do the very best and wisest thing; and that upon this evidence the Court could not interfere with the finding of the jury that the accident could not have been avoided by the exercise of reasonable care on the part of the plaintiff: *Connell* v. *The Town of Prescott*, 22 S.C.R. at pp. 162-3, referred to:—Held, also, upon the evidence, that the sum assessed as damages, $1,200, was not so excessive as to warrant the Court in interfering with the verdict. *Ferguson* v. *Township of Southwold*, 27 Ont. R. 66. And see *McCullough* v. *Anderson*, 27 Ont. R. 73 *n*.

—**Defective Sidewalk—Notice of Action.**]—The notice required by 57 Vict., c. 50, s. 13 (Ont.) in cases of injury from defective sidewalks is to inform the corporation before action of the nature of the accident. Having regard to Ontario Consol. Rule 402, that a defendant is to raise all such grounds of defence, as if not raised at the pleadings would be likely to take the opposite party by surprise, it is proper for the defendant to set up in his defence want of notice in case the statement of claim is silent on the point, so that the judge can inquire into the circums ances (if any) which excuse the want or insufficiency of this notice. Where the objection, in such a case, to the want of notice was not raised until after the evidence was closed, a motion for a non-suit was refused. *Longbottom* v. *The City of Toronto*, 27 Ont. R. 198.

—**Hydrant on Street—Misdirection—Evidence.**]—A hydrant was placed on a narrow, irregular street in the town of Woodstock, in which there was no line of demarcation between the street and sidewalks, with two posts placed around it to protect it from damage, and mark its position in winter when the snow accumulated so as at times to cover it up. There was no light on the street, and a woman in passing through it after nine o'clock on a night in August struck against the hydrant and posts and was injured. In an action against the town for damages: Held, that the jury were rightly asked at the trial to say whether or not the posts were a proper or necessary means of protection, or whether any protection at all was required, and that it was not misdirection to leave to them for consideration whether a line between the sidewalk and street should not have been made by the town:—Held, also, that evidence of other accidents from the same cause was properly admitted. *Glidden* v. *The Town of Woodstock*, 33 N.B.R. 388.

—**Highway—Repair—Municipal Act [1892] s. 104, s.s. 90 (B.C.)**]—A duty may be cast by statute upon a municipal corporation to repair highways, and if that is clearly done it will be liable for damages caused by negligence in not repairing. The Municipal Act, 1892, sec. 104, s.s. 30, which empowers a corporation to raise money by way of road tax and to pass by-laws respecting roads, streets and bridges, does not cast on a corporation the duty of keeping streets in repair. *Lindell* v. *City of Victoria*, 3 B.C.R. 400.

(b) Other Cases.

—**Repair of Streets—Pavements—Assessment of Owners—Double Taxation—24 V., c. 39 (N.S.)—53 V., c. 60, s. 14 (N.S.)**]—By s. 14 of the Nova Scotia statute, 53 V., c. 60, the City Council of Halifax was authorized to borrow money for paving the sidewalks of the city with concrete or other permanent material, one-half the cost to be a charge against the owners of the respective properties in front of which the work should be done, and to be a first lien on such properties. A concrete sidewalk was laid, under authority of this statute, in front of L.'s property, and he refused to pay half the costs on the ground that his predecessor in title had in 1867, under the Act 24 V., c. 39, furnished the material to construct a brick sidewalk in front of the same property, and that it would be imposing a double tax on the property, if he had to pay for the concrete sidewalk as well:—Held, reversing the judgment of the Supreme Court of Nova Scotia, that there was nothing dubious or uncertain in the Act under which the concrete sidewalk was laid; that it authorized no exception in favour of property owners who had contributed to the cost of sidewalks laid under the Act of 1861; and that to be called upon to pay half the cost of a concrete sidewalk in 1891 would not be paying twice for the same thing, because in 1867 the property had contributed bricks to construct a sidewalk which, in 1891 had become worn out, useless and dangerous. *The City of Halifax* v. *Lithgow*, 26 S.C.R. 336.

—**By-law—Assessment—Agreement with Owners—Construction of Subway—Benefit to Lands.**]—An agreement was entered into by the Corporation of Toronto with a railway company and other property owners for the construction of a subway under the tracks of the company ordered by the Railway Committee of the Privy Council, the cost to be apportioned between the parties to the agreement. In connection with the work a roadway had to be made, running east on King Street to the limit of the subway, the street being lowered in front of the company's lands, which were, to some extent, cut off from abutting as before on certain streets; a retaining wall was also found necessary. By the agreement, the company abandoned all claims to damages for injury to its lands by construction of the works. The city passed a by-law assessing on the company its portion of the cost of the roadway as a local improvement, the greater part of the property so assessed being on the approach to the subway:—Held, that to the extent to which the lands of the company were cut off from abutting on the street as before the work was an injury, and not a benefit to such lands, and therefore not within the clauses of the Municipal Act as to local improvements;