

said that the sidewalk was old 10 years ago, and it is shewn that the scantlings were, in most places, very rotten. . . . I am of opinion that this want of repair existed for such a length of time, that, having regard to all the other circumstances of the case, amongst which are, the population of the town, the fact that the sidewalk was a very old and well worn out one, the situation of the street on which the sidewalk was, the travel upon it, etc., the defendants ought to have known of its state, and should be taken to have had notice of it. The plaintiff sustained the injuries by reason of defendants' negligence, and I assess the damages at \$1,500.

Hutcheson & Fisher, Brockville, solicitors for plaintiff.
J. K. Dowsley, Prescott, solicitor for defendants.

FERGUSON, J.

JANUARY 20TH, 1902.

TRIAL.

BEAM v. BEATTY.

BUNTING v. BEATTY.

Infant—Contract of, to Indemnify—Voidable not Void—Ratification at Majority—Unliquidated Damages—Interest.

Actions tried at St. Catharines, brought to recover damages upon the defendant's bonds, dated in 1893, indemnifying plaintiffs against the purchase of certain stock in the Colorado River Irrigation Co.

G. Lynch-Staunton, K.C., for plaintiff.

C. A. Masten, for defendant.

FERGUSON, J.—*Held*, that the infancy of the defendant at the time of making the bonds rendered them voidable, but not void, and that after becoming of age defendant had ratified them. Judgment in first action for \$495 and costs, and in second action for \$720, but interest cannot be allowed because the losses suffered by plaintiffs sound in damages.

A. W. Marquis, St. Catharines, solicitor for plaintiffs.

F. C. McBurney, Niagara Falls, solicitor for defendant.

FERGUSON, J.

JANUARY 20TH, 1902.

TRIAL.

SHERLOCK v. WALLACE.

Contract—As to Profits on Stock—Evidence of—Deed of Land as Security—Redemption—Stockbroker.

Action brought to compel the reconveyance to plaintiff of certain lands conveyed by him by absolute deed to