

Judge Morrison was of opinion that the judgment of the Queen's Bench, which decided that the defendant was discharged by reason of insufficiency of notice, no notice having been sent to the executors of the endorser either by the bank or the plaintiff, was erroneous. Judge Armour in the Queen's Bench, had dissented from this holding. The plaintiff appealed to the Ontario Court of Appeal, which was equally divided. Judge Morrison was of opinion that by virtue of the Statute the notice addressed to the endorser at the place of the date of the note was perfectly good, although the endorser was dead when the note matured. Judge Galt was of the same opinion. The Court being equally divided, the appeal was dismissed. On further appeal to the Supreme Court the judgment of the Court of Appeal was reversed, the Supreme Court holding :

That the holder of the note sued upon when it matured, not knowing of S's death, and having sent him a notice in pursuance of sec. 1 cap. 47. 37 Victoria gave good and sufficient notice to bind the defendant, and that the notice so given enured to the benefit of the appellants, the plaintiffs.

Vogel vs. The Grand Trunk Railway Company, 10 App. Rep. 162, in which Mr. Justice Morrison gave judgment, is an important case on the subject of liability of railway companies for negligence. The plaintiff had shipped by the defendant's railway a number of horses, to be carried by the railway from Belleville to Prescott. It was alleged that through the negligence of the servants of the defendants, the trains on which these consignments were being carried, collided with other trains, and some of the horses were killed, and all of them more or less injured. In the shipping note signed by the consignor under the heading "No. of packages and species of goods," there was written, "1 car horses, O. risk"; meaning, owner's risk. Amongst the general notices and conditions of carriage endorsed on the shipping note in each case was the following :