

Province of Ontario.

COURT OF APPEAL.

From Divisional Court.]

[Jan. 25.]

HOGG v. TOWNSHIP OF BROOKE.

Municipal corporations—Highway—Snow drifts—Temporary side track.

Plaintiff in travelling on a highway in the defendant corporation with a team of horses and waggon came to a place where the road was impassable on account of drifted snow for more than half a mile. At the side of the road between the ditch and a frame fence was a temporary track made by the travelling public which was safe while the frost lasted and the snow was hard; but a thaw was in progress, which had commenced three days before. When those in the waggon sought to use the track the horses broke through, and the waggon was in danger of being upset. Plaintiff got out and in assisting the horses was injured by one of them.

Held, that under the circumstances it was the duty of the defendants to have opened up a way through the drifts sufficient to enable vehicles, such as the waggon in which the plaintiff was travelling, to have passed in safety along this highway; that the defendants had notice that the highway was out of repair and that the plaintiff was entitled to recover.

Judgment of a Divisional Court (MEREDITH, C.J., and MACMAHON, J.) reversing the judgment of FALCONERIDGE, C.J., affirmed.

Shepley, K.C., and John Cowan, K.C., for the appeal. T. G. Meredith, K.C., contra.

HIGH COURT OF JUSTICE.

Meredith, C.J.C.P., MacLaren, J.A., MacMahon, J.]

[March 4]

ROGERS v. MARSHALL.

Chattel mortgage—Renewal—Statement of payments—Non-repetition of in subsequent statements.

In an interpleader matter between an execution creditor and a chattel mortgagee of the execution debtor in which the validity of the renewals of a chattel mortgage was questioned on the ground that while the first renewal statement shewed all the payments made during the year and the total amount due; the subsequent renewal statements began with the total amount due in the preceding statement and did not repeat the payments there set out and credited.

Held, sufficient.

Judgment of the Second Division Court of the County of Lambton affirmed.