sidewalk about five feet wide on the south side of Queen Street, from the west side of George Street to the school lot. Overhanging about half of this walk was the projecting eave or roof of a cottage, the drippings from which formed a ridge of ice on the centre of the walk. Plaintiff knew the walk was dangerous —he passed and saw it every day; that portion of the street was not used for vehicles, and there was a travelled path through the snow to the north of the sidewalk. Plaintiff going home on a moonlight night used the sidewalk, slipped, fell, and injured his arm. Defendants contended he should have been non-suited, because he showed himself to have been guilty of contributory negligence.

Held, that the plaintiff having the right to use the sidewalk, it was a question for the jury whether, under the circumstances, he was exercising reasonable care, and that mere knowledge does not constitute contributory negligence.

Chancery Division.

Full Court.] [Dec. 21, 1887.

CHRYSLER *v.* TOWNSHIP OF SARNIA.

Drainage—Municipal corporation—Action for damages—Notice in writing—R. S. O. c. 33, s. 30, ss. 3.—47 Vict. c. 8 (O.).

Held, affirming the decison of Rose, J., that the proper construction of the Ontario Drainage Act, R. S. O. c. 33, s. 30, ss. 3, is that as a prerequisite to the maintenance of an action for damages arising from neglect to repair, there should be a reasonable notice in writing given by the plaintiff to the municipality alleged to be in default. This is not confined to the remedy by mandamus. It is intended to be for a safeguard to the municipality so as not to expose them to litigation before their attention has been called to that which is specially within the cognizance of the individual complaining. The repeal of ss. 3, and its re-enactment in 47 Vict. c. 8 (O.), makes it, if possible, more plain that a written notice should be given before the court is resorted to.

Lash, Q.C., for the plaintiff.
Wallace Nesbitt, for the defendants.

Full Court.] [Dec. 5, 1887.

SEIFFERT *v.* IRVING.

Partnership—Goods supplied to inchoate company—Liability.

Where a number of persons signed a certificate under R. S. O. c. 158, contemplating forming themselves into a co-operative association, but did not complete the necessary preliminaries and secure actual incorporation, and certain goods were furnished to them in good faith by the plaintiff.

Held, affirming the judgment of Boyd, C., in an action for the price of the goods against certain of them, that the plaintiff was entitled to recover, for that the defendants were engaged in a trading concern, and with their associates formed a partnership. They were not a company, having failed to fulfil the preliminary requirements to incorporation, and therefore they were a partnership.

Moss, Q.C., for the plantiff.
Lash, Q.C., for the defendants.

Falconbridge, J.] [Jan. 9, 1888.

STORY *v.* MCKAY.

Bill of exchange drawn in one country and payable in another—Law governing legality of consideration.

Defendant, while temporarily in New York, drew a bill of exchange upon a firm of merchants in Toronto, payable to the order of a New York firm of commission merchants. The defendant was at the time a domiciled Canadian of Ontario, and the firm of Toronto merchants were also domiciled Canadians. The draft was protested for non-acceptance, and upon the payees suing the defendant, he set up that the draft was given for a debt due from him in respect to certain gambling transactions on the New York Stock Exchange, and that, as such, it was under the law of New York, an illegal contract and invalid.

Held, upon a special case directed to decide the point of law, that the matter must be governed by the law of New York, although the defendant was domiciled in Ontario, and although the drawees were also domiciled in Ontario.

A. H. F. Lefroy, for the plaintiffs.
James Pearson, for the defendant.