

alleged agreement that the note was not to become negotiable unless Wurtele & Co. were able to discount the Asbestos Company's note, which they never were able to do; and that as a matter of fact such agreement had never been made.

M. J. Gorman, Ottawa, for defendants.

A. B. Aylesworth, K.C., for plaintiff.

THE COURT (MEREDITH, C.J., OSLER, MACLENNAN, MOSS, J.J.A.) held, after summarizing the facts which ought to be found upon the evidence, that when the plaintiff took the note from the Sclater Company's manager, Cass, on account of the debt they owed him, he had notice of the defective title of the company, and knew that they had no right to negotiate it, and could not do so without committing a breach of faith towards defendants, or otherwise than in fraud of their agreement with them. The plaintiff therefore acquired no better title than the company had, and cannot recover against defendants. Appeal allowed with costs and action dismissed with costs.

O'Brian & Hall, L'Orignal, solicitors for plaintiff.

M. J. Gorman, Ottawa, solicitor for defendants.

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APRIL 16TH, 1902.

C. A.

MADILL v. TOWNSHIP OF CALEDON.

*Municipal Corporation—Highway—Non-repair of Sidewalk—Corporation Liable whether or not Sidewalk was Constructed by Corporation or Voluntary Contribution and Statute Labour—Such a Walk is a Part of the Highway in the Keeping or Control of the Corporation.*

Appeal by defendants from judgment of MEREDITH, J., in action for damages for injuries sustained by plaintiff, who fell, owing to a hole 13 inches deep, 9 inches wide, and 3 feet in length, which had existed for several months in the sidewalk upon the highway of the 3rd line, Caledon West, in the hamlet of Alton.

E. F. B. Johnston, K.C., and E. G. Graham, Brampton, for defendants.

E. E. A. DuVernet, for plaintiff.

The judgment of the Court (ARMOUR, C.J.O., OSLER, MACLENNAN, MOSS, J.J.A.) was delivered by

MOSS, J.A.—The judgment below should be affirmed. The evidence establishes beyond question that the highway