

5. Ignorance of the law is not sufficient excuse, although it also may be an element in considering reasonable excuse.

6. Notice is not excuse by (a) verbal notice, (b) physical and mental inability to give it for part of the statutory period, and (c) ignorance of the law requiring it: *Egan v. Township of Saltfleet*, 13 D.L.R. 884, *supra*.

7. Notice is excused by (a) novelty of the accident, (b) defendant's knowledge of the accident, (c) defendant's knowledge of a claim based thereon, and (d) defendant's taking the claim into consideration and holding it in abeyance and thereby lulling and misleading the plaintiff: *Armstrong v. Canada Atlantic R. Co.* (1902), 4 O.L.R. 560.

IN THE COUNTY COURT OF THE COUNTY OF PERTH.

BANK OF HAMILTON AND A. McEACHERN v. GRAND TRUNK
Ry. Co.

*Sale of goods—Carrier—Bill of lading—Forged endorsement—
Railway company—Responsibility of, for genuineness of
signature.*

The plaintiff McEachern, a farmer, sold to one W. a carload of hay. A sight draft was drawn through the Bank of Hamilton on W. then of Toronto for the price. To the draft was attached a bill of lading on the "Form of Order Bill of Lading approved by the Board of Railway Commissioners for Canada by order No. 7562, of 15th July, 1909." The draft and bill of lading (both to the order of the Bank of Ottawa) were by McEachern's authority sent to a branch of the Bank of Ottawa in Toronto with instructions to collect the draft before endorsing and handing the bill of lading to W. W. refused both the hay and the draft whereupon the Bank of Ottawa was instructed to surrender the bill of lading to D. and return the draft—D. being unknown to the manager of the Bank of Ottawa, the latter endorsed the bill of lading: "Deliver to the order of D., on payment of all charges, without recourse for the Bank of Ottawa," signed the endorsement and enclosed the bill in a sealed envelope addressed to D. which he intrusted to W. to deliver to D. W., unknown to D., obtained a delivery of the hay to an Ice Company.

The bill of lading had on its face, printed in prominent characters, "The surrender of the Original ORDER Bill of Lading pro-