REPORTS AND NOTES OF CASES.

Dominion of Canada.

SUPREME COURT.

Ont.] RAY *v.* WILLSON. [Dec. 22.

Promissory note—Signature to blank note—Authority to use—Condition—Bonâ fide holder—Bills of Exchange Act, ss. 31, 32.

W. residing near Toronto owned property in Port Arthur and signed some promissory note forms which he sent to an agent at the latter place to be used under certain circumstances for making repairs to such property. The agent filled in one of the blank notes and used it for his own purposes. In an action by the holder, W. swore, and the trial judge found as a fact, that the notes were not to be used until he had been notified and authorised its use. He also found that the circumstances attending the discount of the note by the agent were such as to put the holder on inquiry as to the latter's authority. The first finding was affirmed by the Court of Appeal.

Held, affirming the judgment of the Court of Appeal (24 O.L.R. 122), FITZPATRICK, C.J., dubitante, that secs. 32 and 33 of the Bills of Exchange Act did not apply and the holder could not recover.

Held, per DAVIES, DUFF, and ANGLIN, JJ.:—The finding of the trial judge that the circumstances never arose upon which the agent had authority to use the note was not so clearly wrong as to justify a second appellate court in setting it aside.

Held, per IDINGTON, J.:—The finding of the trial judge that the holder was put on inquiry as to the agent's authority was justified by the evidence and bars the right to recover. Appeal dismissed with costs.

Bicknell, K.C., for appellants. *Choppin,* for respondent.

Ont.] GRAND TRUNK RY. CO. *v.* GRIFFITH. [Dec. 6.

Negligence—Railway company—Death from contact with train—Absence of eye witness—No warning at crossing—Finding of jury—Reasonable inferences—Balance of probabilities.

About 5.30 on a December afternoon, G. left his place of employment to go home. An hour later his body was found