

ada Atlantic R.W. Co., 25 A.R. 437, 29 S.C.R. 632, and Geiger v. Grand Trunk R.W. Co., 10 O.L.R. 511, accepting the view of the medical experts called for the plaintiff, that in her case it was physical injury caused by the explosion. He also found, though with some slight hesitation, that both township corporations were liable to the plaintiff. He assessed the damages at \$570; and he directed judgment to be entered in favour of Markham against Vaughan for any damages and costs which Markham might pay to the plaintiff and for Markham's own costs also.

Both defendants appealed against the judgment for the plaintiff, and the defendants the Corporation of Vaughan appealed from the judgment for relief over. The plaintiff also appealed, on the ground that the damages were assessed at too small a sum.

The appeals were heard by BOYD, C., LATCHFORD and MIDDLETON, JJ.

W. Proudfoot, K.C., for the Corporation of Vaughan.

H. C. Macdonald, for the Corporation of Markham.

T. H. Lennox, K.C., and C. W. Plaxton, for the plaintiff.

THE COURT held that the evidence established physical injury, resulting in traumatic neurasthenia and partial deafness, but declined to increase the damages awarded. It was held, also, that judgment was properly given against both defendants, and for relief over against Vaughan.

The defendants' appeals were dismissed with costs, and the plaintiff's appeal without costs.

[See *Toms v. Toronto R.W. Co.*, ante 169.]

MEREDITH, C.J.C.P.

NOVEMBER 26TH, 1910.

*NORTHERN CROWN BANK v. INTERNATIONAL
ELECTRIC CO.

Promissory Note—Instrument Payable on Demand—Negotiation on Day of Date — “Overdue” Note — Whether Holders Affected by Defects of Title—Bills of Exchange Act, secs. 70, 142, 182, 186.

Action to recover the amount of a promissory note for \$3,500, dated the 28th June, 1906, made by the defendants, payable to

*This case will be reported in the Ontario Law Reports.