

Held, by ROBERTSON, J., that under 49 Vict. c. 4, s. 9 (O.) and sub-secs., G. had authority to adjudicate and determine the matter of the complaint at the city of Brantford.

Held, also, that G.'s commission was properly issued during pleasure; and that it was not necessary under ss. 6, s. 103 of the Canada Temperance Act, that the town of Paris should be excluded from the operation of the commission; but *quære*, whether the police magistrate could try an offence arising within the said town.

Held, also, that there was nothing in the statute which requires the police magistrate to exercise the functions of his office at a police court set apart and appointed by law therefor. However, a room in the Court House was set apart by the county council, when not required for other purposes; and also under 48 Vict. c. 17, s. 4 (O.), G. had the right to occupy the court room.

Quære, whether it was intended that G. should hear the complaint, or whether there was power to give alternative jurisdiction to do so; but this was not a ground for prohibition.

Held, also, that the appointment of police magistrates is not *ultra vires* of Legislature of Ontario.

Regina v. Bennett, 1 O. R. 441 followed.

On appeal to the Division Court, the judgment was affirmed.

McKenzie, Q.C., for plaintiff.

Delamere, for Crown.

SMITH v. MILLIONS.

Survey—Plan, part of description in deed—Effect of.

The rule of construction in cases of private plans, where a deed or plan is referred to as part of the description, is to read it into the deed.

Carter v. Grasell, 10 S. C. R. 105, followed.

In an action to determine the boundary between certain lots on a plan, the defendant's surveyor, instead of being governed by the plan, went behind it, making a new survey; and also took the apparent angles on the plan instead of the measurements.

Held, erroneous.

W. Cassels, Q.C., for plaintiff.

C. Miller, for defendant.

RYAN v. MCKERRAL.

Bills of exchange and promissory notes—Third person becoming party after maturity without any consideration—Liability—Endorsement of payment of interest on back of note—Extension of time of payment—Discharge of surety.

Where, after a note is completed, so far as the intention of the parties is concerned, it is signed by a third person, or is so signed by him after maturity, without any consideration moving directly to such third person, or any agreement to extend the time of payment, such third person is not liable thereon.

Crofts v. Beale, 11 C. B. 172, followed; and *Currie v. Misa*, L. R. 10 Ex. 153, 1 App. Cas. 554, and *McLean v. Clydesdale Banking Co.*, 3 App. Cas. 95, distinguished.

An endorsement on the back of a note of the payment of interest up to a future date beyond the maturity of the note, in the absence of evidence of mistake, is to be deemed an extension of time for the payment of the note to such date, so as to discharge a party thereto who is merely a surety for the payment thereof.

Houston, for plaintiff.

Aylesworth, contra.

THE CORPORATION OF THE COUNTY OF VICTORIA v. THE CORPORATION OF THE COUNTY OF PETERBOROUGH.

Municipal corporations—Boundary line roads—Deviations—Adjoining counties—Liability.

The counties of Victoria and Peterborough adjoin each other, and up to 1863, when they were disunited, were united for municipal and other purposes. The boundary line road between these counties deviated in several places, owing to natural obstructions. At the place in question, where the deviation was wholly in the township of Verulam, in the county of Victoria, which deviation was recognized as a deviation from the boundary line, two bridges were built, during the union, at the joint expense, and were treated as subject to the joint control and liability. By 42 Vict. c. 47 (O.), which came into force on 5th March, 1880, a portion of the township of Harvey, in the county of Peterborough, adjoining Veru-