

that it was inconsistent with the Homestead Exemption Act (R. S. C. 1886, c. 52), inasmuch as the latter Act expressly provided in effect, that a homestead exempt from seizure should not exceed 80 acres nor exceed a certain value. The Married Women's Ordinance in question is not inconsistent with the Dominion legislation on married women's property in the Territories; it does not assume to take away from a married woman any right given her by the Dominion Act; it goes further and gives her rights with respect to other property. The Assembly has power to legislate as to "property and civil rights" in the Territories; to hold the Ordinance *ultra vires* would be to hold that if the Parliament of Canada legislated upon a particular subject included in the terms "property and civil rights," the Assembly would have no power to legislate upon the subject at all. *Conger v. Kennedy* (Ct. 1895), p. 187.

Husband and Wife — *Separate Estate of Wife—Personal Property—Jus Disponendi—Matrimonial Domicil—Removal—Conflict of Laws—International Law.*—The law of the matrimonial domicil regulates the rights of the husband and wife as to the movable property of either of them:—Held, therefore, where the matrimonial domicil was Ontario that personal property, which by the law of Ontario was the separate property of the wife, remained such on the removal of the parties to the Territories; and furthermore was subject to the provisions of the Ordinances of the Territorial Legislature, subsequently passed relating to the personal property of married women. *Brooks v. Brooks et al.* (Richardson, J., 1896), p. 289.

MASTER AND SERVANT.

Master and Servant — *Negligence—Putting Question to Jury—Jury's Answers to Questions—Findings of Jury—Verdict—Setting aside.*—An employer is liable for the consequences, not of danger, but of negligence. He performs his duty when he furnishes machinery of ordinary and reasonable safety. Reasonable safety means safety according to the usages, habits and ordinary risks of the business. No jury can be permitted to say that the usual and ordinary way commonly adopted

by those in the same business is a negligent way for which liability shall be imposed. It is only so far as a duty arises on the part of the employer to promote proper means or precautions so as to make the service reasonably safe, and when a breach of that duty is a cause of injury, that a right of action accrues to the person injured. One Knowlton entered into an agreement with the defendant company to draw the coal and debris produced in the mine from the places at which the miners worked to the pit bottom, and to carry from the pit bottom to the workmen, certain things required in their work, and Knowlton agreed to provide competent and efficient drivers. The vehicles used were cars running on a railway track and drawn by a horse. The plaintiff was employed by Knowlton as a driver, and while so employed was injured. On the evidence set out in the case, notwithstanding certain adverse answers to questions submitted to the jury, and the trial Judge's judgment thereon for the plaintiff, the Court:—Held, (1) that the plaintiff had failed to prove negligence on the part of the defendants; and (2) That if the evidence established negligence on the part of Knowlton, resulting in the injury to the plaintiff, as was the inferential finding of the jury, Knowlton was an independent contractor for whose conduct the defendants were not liable. The judgment for the plaintiff was set aside and a judgment directed to be entered for the defendants. *Patton v. The Alberta Railway & Coal Company.* (Ct., 1897), p. 438.

See CONSTITUTIONAL LAW.

MECHANIC'S LIEN.

See BUILDING CONTRACT.

MISTAKE.

See VERDICT.

MORTGAGE.

See LAND TITLES ACT.