SALE FOR TAXES—MORTGAGE—REDEMPTION.—The five years for which lands are to be in arrear for taxes, before they are liable to be sold, must be before the delivery of the treasurer's warrant to the sheriff.

Land having been sold for taxes, a party interested therein as mortgagee applied to the vendee of the sheriff to be allowed to purchase, on the ground of his having an interest in the land, and which he was permitted to do, his only interest in the land being as mortgagee.

*Held*, that the purchaser could not afterwards set up this title in opposition to the mortgagor's claim to redeem.

Although a mortgagee may, as well as a stranger, purchase lands of which he is mortgagee, still, if he purchases as mortgagee, and makes his interest in the land a ground for being allowed to purchase, he cannot afterwards set up the title thus obtained against the mortgagor's right to redeem.—*Kelly* v. *Macklem*, 14 U. C. Ch. Rep. 29.

## SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

### NOTES OF NEW DECISIONS AND LEADING CASES.

RAILWAY CO.—FORCIBLE REMOVAL BY CONDUCTOR—LIABILITY.—Where the conductor of a Railway Company forciby, and without excuse for so doing, removes from a train a passenger who has paid his fare, he is liable for the assault, and the doctrine of *respondeat superior* applies to the Company. But, where in the course of such removal, and while in the act of leaving the car, plaintiff slipped and was injured. *Held*, that defendants were not liable for the injuries sustained by him, as his removal was not the proximate, but the remote cause of the accident, and the damages awarded were, therefore, too remote. —*Williamson* v. *Grand Trunk Railway Co.*, 17 U. C. C. P. 615.

HARBOUR COMPANY—PIER LIGHTS—ACTUAL NOTICE — DAMAGES — PLEADING. — In an action against a harbour company, charging that it was their duty to keep a sufficient light upon the end of one of their piers, as they had been in the habit of doing, to enable vessels to enter with safety, and that they had wrongfully removed such light without giving sufficient public notice, by reason of which the plaintiff's vessel, while endeavouring to enter the said harbour, had been lost, *Held*,

1. That the arbitrator, to whom the matters of fact had been referred, having found that it was necessary that such a light should be maintained for the proper use of the harbour by vessels entering in the night time, and that the immediate cause of the loss was the absence of the light, the defendants were *prima facie* guilty of a negligence, for the consequences of which they were liable.

2. That even if the defendants would under certain circumstances be justified in closing their harbour to vessels and removing the light, they were bound to give reasonably sufficient notice of the same, and that the notice given was not of that character.

3. That in addition to the value of his vessel, the plaintiff was entitled to recover a further sum expended by him in good faith, and with a reasonable expectation of success, in attempting to raise the vessel, for the purpose of repairing her.

4. That an Insurance Company which had a risk upon the vessel, was not entitled to recover, in the name of the plaintiff, moneys expended by them in a similar attempt.

*Semble*, that a plea of *not guilty* put in issue the negligence only, and not the duty alleged.

Remarks upon the extent to which the possession of means of knowledge furnishes evidence of actual knowledge.—*Sweeney* v. *The President, Directors and Company of the Port Burwell Harbour*, 17 U. C. C. P. 574.

DEMURRER—FERRY—FRONTIER.—*Held*, on demurrer, that the words "provincial frontier," used in section 5 of 20 Victoria, chapter 7, refer to the provincial frontier opposite the United States, and not to the boundary line of division between Upper Canada and Lower Canada.—*Smith* v. *Ratté*, 13 U. C. Ch. Rep. 696.

CARRIER.—A carrier may by special contract limit his liability, except as against his own negligence.

Where a person delivers goods to a carrier, and receives a bill of lading expressing that the goods are received for transportation, subject to the conditions on the back of the bill, by one of which the carrier's liability is limited to a certain rate per lb., this constitutes a special contract by the parties, and the carrier, in the absence of proof of negligence, is only liable at the rate agreed upon.

Goods were received by defendants, a railroad company, under a special contract as set forth in the preceding paragraph, and were safely carried to their wharf in New York, and placed on the wharf ready for delivery, but before the plaintiffs had notice of their arrival, or opportunity to remove them, a fire broke out on board a steamer of the defendants lying at the wharf, which entirely consumed the boat, and also the wharf and the goods thereon. There was no evidence as to