

left near an incline, so that it ran down the incline; because the railway company knew or ought to have known of the danger of this interference, and negligently omitted to take reasonable precautions to prevent the consequences of that interference. But, upon appeal, this decision was reversed, the Court taking the view that, upon the principle of *Urquhart v. Farrant*, the negligence of the defendants could not be regarded as the effective cause of the accident.

The question is also discussed in *Dominion Natural Gas Co. v. Collins*, [1909] A.C. 640; and the cases are well collected and reviewed in *Lothian v. Richards*, 12 C.L.R. 165.

This principle appears to me to be fatal to the plaintiff's case here. The action will, therefore, be dismissed as to the electric company, without costs.

BRITTON, J.

APRIL 14TH, 1913.

LESLIE v. CANADIAN BIRKBECK CO.

*Company—Partly Prepaid Shares—Representation—Profits—
By-law—Account.*

Action for an account of profits earned by the defendants or their predecessors, the Birkbeck Investment Security and Savings Company of Toronto, in respect of or on the moneys paid in by the plaintiff, and for a declaration that such profits should be applied upon the plaintiff's shares until payment should be made in full of the plaintiff's shares so that her shares should rank as fully paid-up to the amount of \$1,000.

J. R. Roaf, for the plaintiff.

Wallace Nesbitt, K.C., Britton Osler, and E. D. Wallace, for the defendants.

BRITTON, J., referred to the incorporation of the first company on the 10th May, 1893, under the Building Societies Act, R.S.O. 1887 ch. 169; to the rules and by-laws of that company; to the allotment to the plaintiff, in 1895, of ten shares of the prepaid six per cent. stock of the first company, upon which she paid \$50 per share; to the regular receipt by the plaintiff of dividends at the rate of six per cent. per annum upon the money paid for the shares; and to the following statement