Railway Act.—*Barbeau* v. *St. Catharines & Niagara Central Ry. Co., Chancery Division*, Ferguson, J., March 15, 1888.

Railway Company — Negligence — Liability — Train, meaning of—R. S. C. c. 109, s. 52—Obligation to ring bell.

The defendants' station at A. was on what was known as the side track, between which and the main track there was a platform for passengers alighting from and getting on the trains on the main track. The plaintiff had come to the station to meet a friend, and ascertaining from her that she had left her overshoes in the car, he attempted to cross over the side track and reach the platform, when the engine and tender, which had been detached from the rest of the train, and were backing down the side track to pick up a car some fifty yards distant, ran on the plaintiff and injured him. The plaintiff was looking in the opposite direction from that in which the engine and tender were coming, and therefore did not see them; and it appeared that had he been looking out, he must have seen them before he attempted to cross, and so avoided the accident, as it was only a second or two from the time he left the platform until he was struck, and there was no obstruction to his view.

Held, that the accident having been caused by the plaintiff's own negligence and want of care, the defendants were not liable.

Quære, whether an engine and tender constitute a train within s. 52 of R. S. C. c. 109, so as to require a man to be stationed on the rear car to warn persons of their approach, but in any event there was a man so stationed here, who did give warning.

Held, also, that the statutory obligation to ring the bell or sound the whistle only applies to a highway crossing, and not to an engine shunting on a railway company's own premises.—*Casey* v. *Canadian Pacific Ry. Co.*, Common Pleas Division, March 10, 1888.

Master and Servant — Wrongful dismissal—Manager of Company — Speculation in margins.

The defendants carried on the business of a commercial agency, of which the plaintiff was general manager. By the terms of his engagement the plaintiff was to be paid a salary of $5,000, and was to devote his whole time, influence, and talents to the successful promotion of the business; the failure of either party to keep the agreement rendering it void. In the discharge of the plaintiff's duties in rating merchants when found speculating, their rating would be lowered. The plaintiff having engaged in speculating in margins on the stock and grain exchanges, through brokers and bucket shops, and having sunk all his private means, and become indebted to a large extent beyond his ability to pay, and thereby brought the defendants into disrepute, was requested by them to give up speculating, which he refused to do, saying that if his doing so was a condition of his remaining with the company he would dissolve his connection therewith; whereupon he was dismissed.

Held, that the company were justified in dismissing him—*Priestman* v. *Bradstreet Co.*, Common Pleas Division, March 10, 1888.

Agreement — Manufacture of goods — "Actual first cost," meaning of.

The defendants, carrying on business in manufacturing and upholstering goods, entered into an agreement with the plaintiff, whereby the plaintiff was to manufacture all the upholstered goods sold by the defendants at an advance of 11 per cent. upon the actual first cost of goods made and shipped from Toronto; the percentage to pay cost of packing and shipping the goods, and material used as packing to be charged at cost price; the plaintiff to buy all goods required for manufacture (except such frames as the plaintiff should make himself) from the defendants; and the price charged for the goods to be understood as the actual first cost; and the actual first cost value of the goods so manufactured for the defendants to be computed from the prices charged by the defendants to the plaintiff.

Held, that under the agreement the "actual first cost" on which the plaintiff was to charge an advance of 11 per cent. was the price of the material used and the wages paid.—*Black* v. *Toronto Upholstering Co.*, Common Pleas Division, March 10, 1888.