

ging up the street to see that gas was not negligently allowed to escape, and this was a duty of which they could not rid themselves by delegating it to another, and it made no difference that the pipes to be opened up were those of the defendants themselves, and the defendants were not relieved by getting a contractor to perform their work for them: and were therefore liable for the damages sustained.

Lynch-Staunton, K.C., for plaintiffs. Gauld, K.C., for defendants.

Teetzel, J.] MCNEILL v. LEWIS BROTHERS, LTD. [June 12.

Discovery—Examination of officer—Foreign company—Attorney with limited powers and duties.

The defendants were a foreign corporation and their power of attorney appointed a person in Toronto as their attorney to act as such and to sue and be sued to plead and be impleaded in any court in Ontario, and, on behalf of the company, to accept service in Ontario of process and receive all lawful notices, and for the purpose of the company to do all acts and execute all deeds within the scope of the power of attorney.

Held, that their attorney was an officer of the corporation liable to be examined for discovery.

C. D. Scott, for plaintiff. Middleton, K.C., for defendants.

MacMahon, J.—Trial.] [June 13.

DARRANT v. CANADIAN PACIFIC RAILWAY.

Railway—Breach of statutory duty—Injury to employee—Common law liability—Damages.

The plaintiff was a brakeman on a freight train between Ottawa and Prescott. Whilst coupling the tender and an oil tank his left arm was caught and taken off above the wrist. He was left handed. The defendants admitted their liability and paid into court \$1,000, as being sufficient to satisfy the claim. The plaintiff had, prior to 1891, been in defendant company's employment as brakeman for eight years at \$1.25 per day. After that he was in partnership with his father in the pump making business until April, 1907, when he was again