

time he was struck, having happened in the course of a few seconds, he was not to be held to the obligation of selecting the best possible means of escape.

Covert, for appeal. *Drysdale*, K.C., and *Burchell*, contra.

Full Court.]

[Jan. 10.]

MCCORMACK v. SYDNEY AND GLACE BAY RY. CO.

Electric Railway Co.—Dangerous condition of car steps during storm—Duty of passenger to exercise more than ordinary caution.

The steps of an electric car owned and operated by the defendant company were in a slippery condition in consequence of exposure while in use to snow followed by rain, sleet and cold. The evidence shewed that the car had been thoroughly cleaned in the morning before being sent out and that it would not have been practicable to operate it in such weather as that which prevailed at the time and to send it back constantly to the barn to have the snow and ice removed.

Held, that passengers boarding and leaving the car at such a time were bound to exercise more than ordinary caution, and that it would not be reasonable to hold the company accountable for injuries sustained by plaintiff a passenger who in getting off the car slipped and fell.

Fullerton and *Foley*, for appeal. *Mellish*, K.C., and *Burchell*, contra.

Full Court.]

MILLER v. BLAIR.

[Jan. 10.]

Purchase and hiring agreement—Failure to record under Bills of Sale Act, R.S. 1900, c. 142, s. 8—Not good as against bonâ fide purchaser for value.

Plaintiffs through their agent K. sold to F. a piano for the sum of \$300, F. paying a portion of the purchase money in cash and giving his promissory notes for the balance extending over a period of thirty-four months. Immediately after the sale and after receiving delivery of the piano F. signed a purchase and hiring agreement under which, upon completion of the payments to be made by him he was to become owner of the piano, the title