

Per MACLENNAN, J.—The place at which the accident occurred, where University Avenue meets Queen Street, is not a crossing or intersection within the meaning of the rules and they do not apply in this case.

Appeal dismissed with costs.

G. F. Henderson, K.C., for appellants. D. L. McCarthy, K.C., for respondents.

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BEATTY v. MATHEWSON.

[Oct. 6.

*Contract—Construction—Sale of timber—Fee simple—Right of removal—Reasonable time.*

In 1872 M., owner of timber land, sold to B. the pine timber thereon with the right to remove it within ten years. In 1881 another agreement replaced this and all the timber standing, growing or being on the land "to have and to hold the same unto the said party of the second part, his heirs and assigns forever" with a right at all reasonable times during some years to enter and cut and remove the same." B. exercised his rights over the timber at times up to his death in 1898 and his executors did so after his death, M. not objecting. In 1903 persons authorized by said executors entered and cut timber and continued until 1905. The following year M. brought an action for an injunction against further cutting, a declaration that the right to take the timber had lapsed and for damages.

*Held*, affirming the judgment of the Court of Appeal (15 O.L.R. 557), Davies and Duff, JJ., dissenting, that the instrument executed in 1881 did not convey to B. the fee simple in the standing timber, but only gave him the right to cut and remove it within a reasonable time and that such time had elapsed before the entry to cut in 1903 and M. was entitled to damages.

Appeal dismissed with costs.

Hodgins, K.C., and Stone, for appellants. Powell, K.C., for respondent.

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MONTREAL LIGHT, HEAT & POWER CO. v. REGAN.

[Oct. 6.

*Negligence—Dangerous works—Protection of employees—Evidence—Questions for jury—Judge's charge—Findings of fact—Inferences.*

An experienced employee of the defendants was killed by an explosion of illuminating gas while discharging his duties in the