

and the train crew switched these cars to certain tracks on which there was then standing a train of the other railway company, headed by an engine under which the fireman, plaintiff, was then working. They undertook to couple the cars which they were switching to the standing train, as a matter of convenience, and, in doing so, struck the rear of the train with such force as to move the engine and cause injuries to the fireman who was working under it. Specific questions were not submitted to the jury, notwithstanding suggestions made by defendants' counsel after the Judge had charged them, and they returned a general verdict in favour of the plaintiff.

*Held*, affirming the judgment appealed from (24 Man. R. 544), that in so proceeding to couple the cars they had switched on to the standing train the defendants' train crew were still acting within the scope of their employment, and, as they performed the work in a negligent manner, the defendants were liable in damages for the injuries caused to the plaintiff.

*Per* ANGLIN, J.:—As counsel for defendants requested certain questions to be put to the jury only after the Judge had charged the jury and having regard to the scope and character of the questions suggested and to the Judge's charge, there was no miscarriage of justice resulting from the Judge's failure to require the jury to answer specific questions.

In charging the jury the Judge made no reference to evidence by which it was attempted to shew that the plaintiff had been guilty of contributory negligence in disregarding an operating rule of the company by which he was employed respecting signals to be used on engines about which workmen were employed; no objection was taken to the charge on this ground, nor was the Judge asked to direct the attention of the jury to the rule.

*Held*, *per* ANGLIN, J.:—There was no reason why the judgment appealed from should be disturbed on this ground.

Appeal dismissed with costs.

*J. B. Coyne*, for the appellants. *W. H. Trueman*, for the respondent.

Ont.]

[Nov. 30, 1914.]

CAMPBELLFORD, ETC., RY. CO. v. MASSIE.

*Expropriation—Agreement to fix compensation—Arbitration or valuation—Powers of referees—Majority decision.*

Where the land was expropriated for railway purposes the railway company and the owner agreed to have the compensation