

not be liable: *Hedley v. Pinkney & Sons Steamship Co.*, [1892] 1 Q.B. 58.

There was evidence, further, upon which the jury might have found that, if Dale had promptly thrown the life buoy to the deceased on his falling into the water, and if the vessel had reversed immediately on Dale touching the electric button, the deceased would, in all reasonable probability, have been saved; and, if the defendants owed to the deceased the legal duty of using all reasonable means to rescue him, then they were guilty of negligence in not having done so; but, notwithstanding *Melhado v. Poughkeepsie Transportation Co.*, ante, I am unable to see wherein they owed such legal duty to the deceased. He fell overboard solely because of his own negligence. His voluntary act in thus putting himself in a position of danger, from the fatal consequences of which, unfortunately, there was no escape, except through the defendants' intervention, could not create a legal obligation on the defendants' part to stop the ship or adopt other means to save the deceased. It was no term, express or implied, of the contract of hiring, that they should protect him from the consequences of his own negligence. To do so would be a voluntary act on their part: *Loader v. London Docks Co.*, 65 L.T.R. 674. . . .

[Reference to *Eckert v. Long Island R.R. Co.*, 43 N.Y. 508.]

I, therefore, am of opinion that the learned trial Judge's disposition of the case cannot be interfered with, and that this appeal must be dismissed with costs.

DECEMBER 23RD, 1913.

*STEINACKER v. SQUIRE.

Contract — Sale of Animal — Failure to Furnish Pedigree — Diminished Value — Damages — Costs.

Appeal by the defendant from the judgment of BARRON, Co. C.J., in favour of the plaintiff, in an action for damages for breach of a warranty and breach of a contract, brought in the County Court of the County of Perth.

The appeal was heard by MULOCK, C.J. Ex., RIDDELL, SUTHERLAND, and LEITCH, JJ.

*To be reported in the Ontario Law Reports.