

the whole distance, to stipulate by an express condition of the bill of lading, that they will not be responsible for any loss or damage to the goods other than that which may occur while the goods are being carried on their line; and where such condition exists and the defendante prove that the goods were carried safely over their line and delivered in good order to the connecting company, they will be relieved from responsibility for any damage sustained thereafter.—*Canadian Pacific Railway Co. & Charbonneau, Dorion, C. J., Tessier, Cross, Bossé, Doherty, J.J., May 23, 1890.*

SUPERIOR COURT—MONTREAL.*

Responsibility—Quasi offence—Accident caused by dogs barking at horses—Proximate cause—Art. 1055, C.C.—Damages.

The plaintiff was driving along the public highway after dark, with two horses led by a long halter, the end of which he held twisted round his thumbs. The led horses, being startled by the barking of defendant's dogs, which ran out from a farm-house, jerked the rope suddenly, and the plaintiff's thumbs were seriously injured.

Held:—Reversing the judgment of DAVIDSON, J. (M.L.R., 4 S.C. 204), WURTELE, J., diss., that the immediate cause of the injury being the negligence of the plaintiff in having the halter twisted round his thumbs, he was not entitled to recover damages from the owner of the dogs. *Vital v. Tetrault*, in Review, Jetté, Loranger, Würtele, J.J., June 28, 1889.

MAGISTRATES COURT.

MONTREAL, Feb. 26, 1891.

Before CHAMPAGNE, J. M. C.

BÉLANGER V. CREE.

Master and servant.

HELD:—*That an employee paid fortnightly according to the number of dozens of shirts ironed, who has bound himself to give a week's notice of his intention of leaving, and who quits his employment without cause, without his employer's consent and without notice, does not by his desertion forfeit his wages, except to the extent of the actual damages caused to his employer thereby.*

(A. G. B. C.)

* To appear in Montreal Law Reports, 6 S.C.

CHANCERY DIVISION.

LONDON, Dec. 5, 1890.

Before KEKEWICH, J.

WILLIAMSON V. HINE BROTHERS.

Principal and Agent—Ship—Managing Owner acting also as Ship Broker—Commission for Charter and Freights.

The plaintiff was part-owner of certain ships. The defendants were also part owners, and acting as managing owners, being remunerated for such management by a fixed sum in respect of each ship. The defendants were also ship and insurance brokers, and the plaintiff claimed a declaration that they were not entitled to retain certain alleged secret profits, consisting of brokerage on freights and charters, and other commissions, and an account and payment thereof.

At the trial an inquiry was directed 'whether it was within the duties of the defendants as managing owners of the said ships (or otherwise as agents of the plaintiffs and others, the owners of the said ships) to procure charters and freights for the ships;' and, if so, an account was directed of the sums received by way of commission, &c., in respect of such chartering or freightage.

A certificate was made by the chief clerk answering the inquiry in the affirmative.

A summons by the defendants to vary the certificate by substituting an answer in the negative was adjourned into Court.

KEKEWICH, J., held that a managing owner was entitled to employ, and pay out of the moneys in his hands, another person as shipbroker, and, if he was himself a shipbroker he might employ himself and pay what was necessary for making the bargain; but that, unless he did something outside his duties as managing owner, he could not make a secret profit or receive a commission for so doing. It was one of the duties of a managing owner to procure charters and freights, and the defendants were not entitled, beyond their fixed remuneration, to charge for so doing, or to charge the ship with commission. Summons dismissed, with costs to the plaintiff in any event.