his decision. The defendant called witnesses. At the close of the evidence, counsel for the defendant again asked for a dismissal of the action, but the learned Judge again reserved judgment, leaving it to the jury, in case there was any evidence; and the jury failed to agree. After further consideration, the Judge now rules that there was no evidence of negligence to submit to the jury. The horse was a quiet animal; there was no reason to suppose that the plaintiff would be in a position where he could be hurt by the horse backing out of his stall; and there was no reason to suppose that the horse, if loose, by accident or design would do any injury to any one working in the stable. The plaintiff could not recover at common law. The negligence, if any, was that of William, a fellow-servant of the plaintiff. Nor could the plaintiff recover under the Workmen's Compensation for Injuries Act, for, even if William had any superintendence intrusted to him, it could not be said that his negligence was, or that the accident happened, whilst in the exercise of such superintendence. It could not be said that the injury resulted from the plaintiff's having conformed to the orders or directions of any person to whose orders the plaintiff was bound to conform. The injury to the plaintiff was a mere accident, for which, in the circumstances, no one was answerable in damages. Action dismissed without costs. J. M. Godfrey, for the plaintiff. G. C. Campbell, for the defendant.

BECKMAN v. WALLACE—FALCONBRIDGE, C.J.K.B.—MARCH 15.

Vendor and Purchaser—Contract for Sale of Land—Refusal to Decree Specific Performance—Costs.]—Action for specific performance of an agreement for the sale by the plaintiff to the defendant of a house and lot in the city of Toronto. The learned Chief Justice said that the admitted circumstances of the case were such as to deprive the plaintiff of the equitable right to specific performance. But there were faults both of temper and of judgment on both sides, and some of the defendant's difficulties were of her own invention. She said that she was still satisfied with the price; and there was no reason why the parties might not now agree, with the kind assistance of their respective solicitors, to carry out the contract. Therefore, while the action was dismissed, it was dismissed without costs. George Wilkie, for the plaintiff. C. S. MacInnes, K.C., for the defendant.