

amongst other things, in not having the car wheels guarded, and fixed the damages at \$8,000.

Held, 1. The evidence shewed that the plaintiff got under the car owing to the absence of a wheel guard and that, if there had been a proper wheel guard, the accident would not have happened, and that the jury were warranted in finding that the absence of such wheel guards constituted such negligence as to render the defendants liable for the consequences that ensued.

2. The damages were not so excessive as to warrant an order for a new trial.

Bonnar and Cohen, for plaintiff. *Laird and Haffner*, for defendants.

KING'S BENCH.

Cameron, J.]

WATSON v. FREE PRESS.

[Sept 30.]

Contract—Intention ascertainable only from words and acts of contracting party.

In this case the defendant company instructed an architect named Bristow to employ a contractor to perform certain work for the defendants in reconstructing a roadway which had got out of repair. Bristow employed the plaintiff who did the work and sued for the price. Defendants contested their liability to the plaintiff and set up that they had supposed the plaintiff had been employed to do the work by their architect Stone through his agent Bristow in consequence of their complaint against Stone that he was responsible for the defective condition of the roadway. It appeared, however, that, although the defendants' officers, under the circumstances, were justified in their belief that Bristow was still in Stone's employment and that Stone had ordered the work to be done, Stone had not in fact given Bristow any such instructions, that, at the time Bristow received his instructions from the defendants, he was no longer in Stone's employ, and that neither the plaintiff nor Bristow had any knowledge or notice of what was in the mind of the defendants' officers when they instructed Bristow to have the work done.

Held, that the defendants were liable to the plaintiff for the price of the work, notwithstanding they had supposed that he had been employed by Stone's agent to do it.

The law imputes to a person an intention corresponding to the reasonable meaning of his words and acts. It judges of his