

SNIDER, Co.C.J., who (by consent) tried the action, which was in the High Court, and dismissed it. The action was brought by a workman to recover damages for injuries sustained by him while in the employment of the defendants. The plaintiff had his leg fractured in two places. Negligence on the part of the defendants was charged; but the trial Judge found that there was no actionable negligence. While dismissing the action, he assessed the plaintiff's damages provisionally at \$1,500. The plaintiff and four fellow-workmen were moving an iron beam, which weighed two and a half tons, from one side of the defendants' works to the other, using power hoists. Hooks, resembling ice-tongs, with a ring in the top, were spread across the beam and hooked over the edge on each side. A hook let down from the hoist was hooked into this ring, and the beam then lifted, to be carried, thus suspended, to its destination. A pile of iron stringers lay on the floor, in the direct course of the moving beam. The hoist would not raise it high enough, with the long hooks at first in use, to pass it over the pile of stringers, and so the defendants' foreman handed a shorter pair of hooks to the plaintiff and his fellow-workmen to be substituted for the long hooks. The plaintiff was in the act of placing the hook of the block of the hoist in the ring attached to the pair of shorter hooks, when these hooks slipped or spread, and the beam fell, injuring the plaintiff. The appeal was heard by BOYD, C., BRITTON and MIDDLETON, JJ., each of whom gave reasons for holding, upon a review of the evidence, that the cause of the injury was the use of hooks which were too short, and that the defendants were liable, the foreman having directed the hooks to be used. Appeal allowed with costs, and judgment to be entered for the plaintiff for \$1,500 with costs. J. G. Farmer, K.C., and M. Malone, for the plaintiff. S. F. Washington, K.C., for the defendants.

GRICE V. BARTRAM—MASTER IN CHAMBERS—NOV. 2.

Pleading—Statement of Claim—Relief Sought beyond Claim Indorsed on Writ of Summons—Inconsistent Relief—Amendment.—The writ of summons was indorsed with a claim for \$34,436.83 for the amount due under an agreement made between the plaintiff and defendant, dated the 15th February, 1910. In the statement of claim the prayer was for: (a) payment of \$34,436.83; (b) damages for breach of the agreement; and (c), in addition or in the alternative, rescission of the agreement. The defendant moved to set aside the statement of claim.