

TRIAL BY JURY.

TRUTH is stranger than fiction. Gilbert and Sullivan, in the wildest flights of their imagination could not have portrayed a more farcical denouement than that of a verdict brought in by a jury of twelve of our fellow countrymen at the assizes at Toronto. The case was that of Harris v. Toronto Electric Light Co. for \$10,000 damages. Harris was a purveyor of rags and bottles, and kept these rags and bottles in a rough-cast building. In this building he had in use a motor, supplied with current from the wires of the defendant company. These wires were tapped on Harris' premises by a small pair of wires, which were attached to a corner of the rough-cast building aforesaid, and from thence taken over to a doctor's residence on the next street. Herein lay the offence—the wires leading to another man's premises were run on sideblocks on the outside of the rough-cast rag emporium, as the plaintiff said, without his consent. He saw the wires being so attached and enquired of the linemen what they were for, and was told. He made no objection. The wires remained there two years or more, and never a word was said. On the 18th of September last—a Sunday afternoon—the rags, as rags often will, ignited spontaneously or got on fire in some way, and the rag shop was laid in ruins. As the flimsy walls collapsed, the wires attached to the outside were tangled up and, of course, short-circuited, and burnt the insulation. Harris promptly brought suit for ten thousand dollars against the company defendant. The case was tried in Toronto last week.

The nature of the evidence put in may be gathered from the testimony of one of the witnesses. This was a lady who was oppressed with a foreboding that Harris's was to be destroyed by electricity. She said that she had frequently seen the electricity running up the wires on William street from Queen street and turning the corner and going into Harris's, and on this identical Sunday she had seen some of it go up the street and cross over into the rag bureau about two hours before the fire. Several other witnesses also testified that they saw the wires flashing fire, and then the ragery burst into a blaze of glory. There was a remarkable unanimity in their testimony—first, fire on the wires, then immediately the flames bursting out from the inside and through the roof. This was about the time of the arrival of the fire apparatus. These witnesses all were on the south side of the building.

Now for the defence. The evidence of several reputable witnesses living on Simcoe street, to the east of the building, went to show that they were the first to see the fire; that it started in the centre of the building entirely away from where the wires were attached; that they telephoned the alarm to the police station at 2.35, and that at this time there was no fire outside the building at all. Evidence was produced by a number of witnesses that the short circuit caused by collapse of building occurred at the power house at 2.47, or 12 minutes after the alarm was given, and probably 20 or 25 minutes after the fire broke out. The evidence of these witnesses was clear as to the facts.

As to the values.—It appears that Harris had appealed on his assessment and took an oath before the Court of Revision three days before the fire that there was not five hundred dollars' worth of goods in the place, and that a big pile of the stuff represented very little money. Two members of the Court of Revision were

put upon the stand and testified to this. He now swore there was eight thousand dollars' worth. The defendants could not contradict, as the evidence was destroyed—Harris kept no books.

His Lordship was impressed throughout the case with the evidence submitted by the plaintiff's witnesses, on the ground that their statements were based on what they had seen with their own eyes. On the other hand, little or no importance was attached apparently by the jury to the evidence of the other gentlemen who said that they saw the fire start in another place and gave the alarm. The onus was upon the defendants to prove that the contents of the building were not worth \$10,000; this they had failed to do. As to the plaintiff's sworn statement before the Court of Revision regarding the value of his goods, it was not allowed to affect his veracity in the present case. His Lordship left to the jury the difficulty of accounting for the difference in time between the fire alarm and the starting of the fire and the time of the short circuit at the company's works.

The jury went out and deliberated for a couple of hours, and then came into Court and asked the Judge if they could not make the damage \$14,000 instead of \$10,000! The Judge appeared staggered at this, and he instructed them that they could not award more than was claimed, so they made it the ten thousand.

The only serious feature of this case appears to be the position in which the defendant company is placed by the jury's award, and the effect of the decision upon electrical companies throughout the country. There is no doubt that every company doing business has a number of these double services in operation. Electric light companies will be kept in hot water unless they find means to protect themselves. This can be done by special agreement before entering upon any person's premises for purposes of business—an iron-clad agreement of protection and indemnification from risks of damage of every kind—alleged and actual—from fire, flood and the fortunes of war.

MOONLIGHT SCHEDULE FOR APRIL.

Day of Month	Light.		Extinguish.		No. of Hours.
		H.M.		H.M.	
1....	P.M.	6.30	A.M.	1.00	6.10
2....	"	6.50	"	1.30	6.40
3....	"	6.50	"	2.20	7.30
4....	"	6.50	"	3.00	8.10
5....	"	6.50	"	3.40	8.50
6....	"	6.50	"	4.20	9.30
7....	"	7.00	"	4.40	9.40
8....	"	7.00	"	4.40	9.40
9....	"	7.00	"	4.40	9.40
10....	"	7.00	"	4.40	9.40
11....	"	7.00	"	4.30	9.30
12....	"	8.00	"	4.30	8.30
13....	"	9.40	"	4.30	6.50
14....	"	10.20	"	4.20	6.00
15....	"	11.00	"	4.20	5.20
16....	"	11.10	"	4.20	5.10
17....	"	11.50	"	4.20	4.30
18....	"	"	"	4.20	"
19....	A.M.	12.30	"	"	3.50
20....	"	1.20	"	4.20	3.00
21....	"	1.50	"	4.20	2.30
22....	No Light.	"	No Light.	"	"
23....	No Light.	"	No Light.	"	"
24....	No Light.	"	No Light.	"	"
25....	No Light.	"	No Light.	"	"
26....	P.M.	7.00	P.M.	9.20	2.20
27....	"	7.20	"	10.20	3.00
28....	"	7.20	"	11.20	4.00
29....	"	7.20	A.M.	12.20	5.00
30....	"	7.20	"	1.00	5.40

Total..... 160.40