

Held, that the publication was libellous and could only be justified by showing its truth; and as the defendants had failed to show that Sarah G. was indebted in the sum mentioned in the poster, they were liable in damages.

Aylesworth, Q.C., for the plaintiffs.
John McIntyre, Q.C., for the defendants.

MCKELVIN v. CITY OF LONDON.

Damages—Remoteness—Action for negligence—Obstruction in highway—Remedy over—R.S.O., c. 184, s. 531, s-s. 4.

The plaintiff was driving a horse and sleigh along a highway belonging to a city corporation when the runner of the sleigh came in contact with a large boulder, whereby both horse and sleigh were overturned. In endeavoring to raise his horse the plaintiff sustained a bodily injury, on account of which he sued the corporation for damages, alleging that his injury was due to their negligence.

Held, that the damages were not too remote.

Page v. Town of Bucksport, 64 Maine 51; and *Stickney v. Town of Maidstone*, 30 Vermont 738, applied and followed.

Held, also, that the person who placed the boulder on the highway and who had been added as a defendant under s. 531 of the Municipal Act, R.S.O., c. 184, was liable over to the corporation under s-s. 4.

Corporation of Vespra v. Cook, 26 C.P. 185, distinguished.

Balzer v. Corporation of Gosfield South, 17 O.R. 700, followed.

Hellmuth for the plaintiff.

W. R. Meredith, Q.C., for the defendants the City of London.

Gibbons, Q.C., for the defendant Colwell.

Chancery Division.

Full Court.]

[March 29.]

HALLIDAY v. HOGAN.

Principal and surety—Release of debtor—Consent of surety—Agreement of surety to remain liable.

Held, per BOYD, C., that the consent of the surety to the discharge of the principal debtor

will have the effect of preventing such discharge operating to release the surety, and this sufficed for the determination of the law in this case.

Per MEREDITH, J.: The evidence showed that the sureties in this case not only intended but agreed to remain liable to the creditor, and therefore *cadit questio*.

Moss, Q.C., and *Coffee*, for the defendants.

Johnston, Q.C., and *O'Connor*, for the plaintiff.

HASSON v. WOOD.

Negligence—Accident—Liability of hotel-keeper to guest—Trap-door.

The plaintiff went into the defendant's hotel on Sunday as a customer. He had been there several times before. In passing through the building to go to the urinal he fell through an open trap-door, which had been left unguarded, and received injuries.

Held, that he was entitled to damages from the defendant.

Per BOYD, C.: The plaintiff, being a customer of the defendant, came to the defendant's place of business for the demand and supply of that which was for the mutual advantage of the parties, and so is to be treated not as a mere licensee, but as being in the premises by the invitation of the proprietors. That invitation is different in its legal consequences, as to safety while on the premises, from the merely hospitable invitation which arises between host and guest.

Bigelow, Q.C., for the plaintiff.

J. G. Holmes for the defendant.

FERGUSON, J.]

[March 12.]

IN THE MATTER OF THE SUN LITHOGRAPHING COMPANY.

Winding-up proceedings—Claim that a conveyance is a fraudulent preference—Master in Ordinary—Jurisdiction.

In the course of winding-up proceedings under R.S.C., c. 129, an order was made by the court under s. 77, s-s. 2, as amended by 52 Vict.,