

company in respect of the plaintiffs, and so the action should fail. Any argument which could import here a condition imposed upon the agreement of the plaintiffs, so that they would be relieved from the agreement if the defendants left the gate open, must be equally effective in *Yeates v. Grand Trunk R. W. Co.*, 14 O. L. R. 63, to import a similar condition relieving the plaintiff in that case from the effect of the agreement of his landlord if the trains of the defendants were run too fast or without proper signals. Nor is there any rule forbidding any person or company from making a contract relieving them from the consequences of negligence on the part of their employees. The practice of importing implied terms into a contract is a dangerous one: *The Queen v. Demers*, [1900] A. C. 103; *Hill v. Ingersoll and Port Burwell Gravel Road Co.*, 32 O. R. 194; *Churchward v. The Queen*, L. R. 1 Q. B. 173, 195; *Ogdens Limited v. Nelson*, [1903] 2 K. B. 287, 297.

Appeal dismissed with costs.

FALCONBRIDGE, C.J., concurred.

BRITTON, J., dissented.

MEREDITH, C.J., IN CHAMBERS.

SEPTEMBER 21ST, 1909.

DOBNER v. HODGINS.

Costs—Scale of—Action in High Court—Jurisdiction of County Court — Title to Land—County Courts Act, sec. 22—Foreign Lands—Fraudulent Representation as to Ownership—Pleading—Leave to Appeal from Order Determining Scale of Costs, Refused.

Motion by the plaintiff for leave to appeal from an order of LATCHFORD, J., affirming a ruling of a local registrar that the costs of the action were taxable on the County Court scale.

The action was brought in the High Court to recover \$500, the amount of a promissory note made by the defendant, payable to the order of one Williams, and indorsed to the plaintiff.

The defendant, by his statement of defence, denied that the plaintiff was the holder of the notice in due course, and alleged that he was induced to make it by the fraud of the plaintiff and Williams; that Williams, to the knowledge of the plaintiff, and with a view of obtaining the promissory note, falsely pretending to own and control certain interests in lands in Wisconsin, which Williams offered to