

ing an application for such connection on terms which were complied with, and the connection made, was a sufficient compliance with said by-law.

Appeal dismissed with costs.

McCarthy, Q.C., and *Fraser* for the appellant.

Gibbons, Q.C., and *Cameron* for the respondent.

Ontario.]

[May 6.

GRANT *v.* NORTHERN PACIFIC JUNCTION RAILWAY CO.

Railway company—Carriage of goods—Carriage over connecting lines—Contract for—Authority of agent.

E., in British Columbia, being about to purchase goods from G. in Ontario, signed, on request of the freight agent of the N.P.R.W. Co., in B.C., a letter to G., asking him to ship goods *via* G. T. Ry. and Chicago & N. W., care N. P. Ry. at St. Paul. This letter was forwarded to the freight agent of the N. P. Ry. Co. at Toronto, who sent it to C., and wrote him, "I enclose you card of advice, and, if you will kindly fill it up when you make the shipment to me, I will trace and hurry them through and advise you of delivery to consignee." G. shipped the goods as suggested in this letter, deliverable to his own order in B.C.

Held, affirming the decision of the Court of Appeal (21 A. R. 322), and of the Divisional Court (22 O.R. 645), that on arrival of the goods at St. Paul the N.P.R.W. Co. was bound to accept delivery of them for carriage to B.C., and to expedite such carriage; that they were in the care of said company from St. Paul to B.C.; that the freight agent at Toronto had authority so to bind the company; and that the company was liable to G. for the value of the goods which were delivered to E. at B.C. without an order from G., and not paid for.

Appeal dismissed with costs.

McGregor for the appellant.

Wells and *W. Nesbitt* for the respondents.

Ontario.]

[May 6.

GRINSTED *v.* TORONTO RAILWAY COMPANY.

Negligence—Street railway—Ejection from car—Exposure to cold—Consequent illness—Damages—Remoteness of cause.

In an action by G. against a street railway company for damages in consequence of being wrongfully ejected from a street car, the evidence was that G. had paid his fare and been transferred to the car from which he was ejected; that he was in a state of perspiration from his altercation with the conductor, and had to wait twenty minutes for another car; and that the weather being severe he caught cold, and was laid up for some time with bronchitis and rheumatism. His medical attendant testified that when he left the car his physical condition was such as would make him liable to contract the illness which ensued. The jury gave a verdict for G., severing the damages, allowing \$200 for the ejection and \$300 for the illness, finding that it was a natural and probable result of the ejection. The company appealed from the assessment of \$300.