

fendant's motor-car. The plaintiff by the statement of claim alleged negligence on the part of the defendant; and the defendant moved, before pleading, for particulars of the alleged negligence. The Master said that the plaintiff need only set out in his statement of claim the material facts on which he relies, and which, if not disapproved or otherwise sufficiently answered, would entitle him to judgment. The provisions of 6 Edw. VII. ch. 46, sec. 18 (O.), throws upon the defendant, in such a case as the present, the onus of disproving negligence on his part. See *Verral v. Dominion Automobile Co.*, ante 108, 24 O.L.R. 551. The plaintiff can, therefore, rely on the doctrine of *res ipsa loquitur*, and is not bound in any way to account for the fatal injury to his son. See *Smith v. Reid*, 17 O.L.R. 265. It was probably unnecessary to allege negligence; and, though this was done, particulars need not be given. See Con. Rule 279. Motion dismissed; costs in the cause. J. A. Macintosh, for the defendant. E. F. Raney, for the plaintiff.

WARFIELD V. BUGG—FALCONBRIDGE, C.J.K.B.—JAN. 10.

Contract—Interest in Company-shares—Evidence—Onus.—The plaintiff, an engineer, claimed an interest in 100,000 shares of the capital stock of the People's Railway Company, under an alleged agreement between him and the defendant Bugg. The learned Chief Justice said that the plaintiff had failed to discharge the burthen of proof; and, this finding was made without reference to demeanour of witnesses, as to which there was nothing to choose. The agreement set up by the plaintiff was one of manifest impropriety, of doubtful legality, and, in the opinion of the Chief Justice, quite unenforceable. Action dismissed. R. S. Robertson, for the plaintiff. J. A. Scellen, for the defendants.

WARFIELD V. PEOPLE'S R.W. CO.—FALCONBRIDGE, C.J.K.B.—JAN. 10.

Contract—Remuneration for Services—Company-shares Received—Counterclaim.] Action to recover \$3,099.80 and interest for services as engineer of the defendants. The learned Chief Justice said that the decision in the previous case practically disposed of this one, even if the plaintiff should succeed in establishing that these defendants ever hired him or otherwise