

ABBEY v. NIAGARA ST. CATHARINES AND TORONTO R.W. Co.—  
BRITTON, J.—DEC. 11.

*Negligence — Railway — Collision — Death of Passenger — Negligence — Finding of Fact of Trial Judge—Costs.*—Action by Agnes M. Abbey and David Bruce Abbey, the widow and son of Robert W. Abbey, who, when a passenger on a car of the defendants the Niagara company, was killed, against the Niagara company and the Grand Trunk Railway Company, to recover damages for his death. The death was caused by a collision of an engine of the Grand Trunk company with the car in which the deceased was being carried. The plaintiffs charged that both defendants were guilty of negligence occasioning the death. The action was tried at Welland. The question of damages only was left to the jury, and they assessed those of the widow at \$6,000 and those of the son at \$2,000, subject to the question of liability, which, by consent, was tried by the Judge alone. Upon the conflicting evidence adduced, the learned Judge found that the defendants the Grand Trunk company were not guilty of negligence either in excessive speed or in proceeding to the place of collision; but that the defendants the Niagara company were guilty of negligence in not seeing that the semaphore was in place to warn the driver of the Grand Trunk engine. Judgment for the defendants the Grand Trunk company dismissing the action against them without costs. Judgment for the plaintiffs, for the sums assessed by the jury, against the defendants the Niagara company with costs, including any additional costs incurred by reason of the other company being made a party. W. M. German, K.C., for the plaintiffs. A. J. Reid, K.C., for the defendants the Niagara company. D. L. McCarthy, K.C., for the defendants the Grand Trunk company.

---

MOORE v. MIDANICK—KELLY, J.—DEC. 15.

*Timber—Assignment of Locatee's Rights—Action to Set aside—Evidence—Findings of Fact.*—Action for a declaration that a certain assignment, dated the 4th March, 1914, by the plaintiff to the defendant Midanick, of all the plaintiff's right, title, interest, claim, and demand in and to the north half of lot 6 in the 3rd concession of the township of German, is null and void, and for an order vesting the land in the plaintiff; for an injunction restraining the defendants from dealing or interfering with the land or any timber or lumber cut therefrom; for an accounting for all timber and lumber cut and removed and all profits made therefrom; and for