council on the ground, when a verbal resolution was put and declared to be carried. The action was not against the township corporation, and the arbitration clauses of the Municipal Act had no application. The plaintiff had suffered and would suffer damage by deprivation of access and injury to fruit trees by excessive drainage. But (especially in view of the fact that the plaintiff's fence seemed to be 23 or more feet on the road allowance), the question of damage, if any, should form the subject of a reference to the Master. Some witnesses swore that the value of the plaintiff's property had been enhanced by what the defendant had done. Judgment for the plaintiff, with an injunction restraining the defendant from further excavating or removing earth. All questions of costs and further directions reserved until after the Master's report. G. S. Kerr, K.C., and G. C. Thomson, for the plaintiff. W. T. Evans and S. H. Slater, for the defendant.

EAGLE v. MEADE—BRITTON, J.—MARCH 15.

Master and Servant—Injury to Servant—Negligence—Common Law Liability—Workmen's Compensation for Injuries Act—Accident—Evidence.] — Action for damages for injuries sustained by the plaintiff by reason of the defendant's negligence, as alleged. The plaintiff and one William H. Meade were both in the employ of the defendant, who carried on a livery and cartage business in Toronto. On the 8th September, 1912, William H. Meade told the plaintiff to go into the stable and start bedding down the horses. William said that this direction was as to the west stable. After the plaintiff got through in the west stable, he went to the east stable, and William knew, before the accident, that the plaintiff was in the east stable. The plaintiff was at work in rear of a stall, next to the one occupied by one of the defendant's horses. William H. Meade went into the last-mentioned stall, intending to unloose the horse and take him to water. While he was in the act of doing this, and had the knot partly or wholly untied, the horse stepped back, pulling his halter-rope completely away from the hitching-place, thus allowing him to back far enough to step against or upon the plaintiff, which he did, breaking the latter's leg. The trial commenced with a jury. At the close of the plaintiff's case, the defendant's counsel moved for a nonsuit. The learned Judge was of opinion that the plaintiff could not succeed, but reserved