

1897, c. 208, as nearly as possible flush with the street so as to cause least possible impediment to ordinary public traffic. Having ceased to meet this requirement by natural means,—the right of maintaining and repairing highways is by statute and by the common law incumbent upon the municipality, and not on the defendants.

Action dismissed with costs.

Gogo and Harkness, for plaintiff. Maclellan, K.C., and Cline, for defendants.

Boyd, C., Anglin, J., Mabee, J.]

[Jan. 23.]

BARKER v. FERGUSON.

*Landlord and tenant—Partial lease—Injury to tenant's goods.*

This was an appeal by plaintiff from the judgment of the District Court judge of Nipissing, dismissing an action for damages for injury to goods caused by the non-repair of premises demised to plaintiff, on which goods were placed.

*Held*, that a landlord incurs no liability to a tenant for any defects or accident unless he has contracted to keep the premises in repair.

Kilmer, for plaintiff. J. M. Ferguson, for defendant.

Anglin, J.]

REX EX REL. BECK v. SHARP.

[Feb. 27.]

*Practice—Examination—Municipal election—Quo warranto—Cross-examination on affidavit—Master in Chambers—No jurisdiction to order examinations before anyone but himself.*

This was an appeal by the defendant from the Master in Chambers who ordered the defendant and another to attend before the local registrar at Brampton to submit to cross-examination upon their affidavits filed in answer to application to unseat the defendant as a member of the Brampton Town Council.

Without obtaining any direction in that behalf from the Master, the solicitor for the relators procured from the local