

of Collingwood, was a cloud upon the title of the plaintiffs to that lot, and that the registration should be vacated, and for damages for the loss and inconvenience sustained by the defendant company's refusal to vacate the registration. The agreement purported to give the defendant company a lien on the land for the price of machinery sold to Henry Lang. The learned Judge, after stating the facts and reviewing the evidence, said that it was fairly well established that, at the time Henry Lang purchased the machinery, he no longer had any interest in the land in respect of which he could give any lien to the defendant company. Judgment for the plaintiffs as asked, declaring that the agreement registered by the defendant company is a cloud upon the title and must be removed; and awarding the plaintiff \$50 damages and costs of action. If either party is dissatisfied with the amount of damages, there will be a reference as to damages, at the risk of that party. A. E. H. Creswicke, K.C., for the plaintiffs and defendant Henry Lang. J. J. Coughlin, for the defendant company.

NADEAU V. CITY OF COBALT MINING CO.—DIVISIONAL COURT—
JUNE 13.

Master and Servant—Injury to Servant by Kick of Master's Horse—Finding of Jury—Habit of Kicking—Scienter—Imputed Knowledge of Master—Incorporated Company—Negligence.]
—Appeal by the defendants from the judgment of MIDDLETON, J., ante 1126. The appeal was heard by FALCONBRIDGE, C.J.K.B., BRITTON and RIDDELL, JJ. The Court dismissed the appeal with costs. A. E. Fripp, K.C., for the defendants. A. G. Slaght, for the plaintiff.