

CORRESPONDENCE.

be understood as deciding that the railway company had the right to bank up the snow on Gay street so as to necessarily obstruct the natural flow of water. On the contrary, it was obliged to *exercise ordinary care and prudence*, not only in removing the snow from its track, but also in throwing it on the street. And this question was distinctly left to the jury by the modification of the plaintiff's prayer.

Nor do we agree with the appellant that the evidence was legally insufficient to prove either that the storm was one of unusual severity, or that the flooding of the plaintiff's house was owing to the peculiar conformation of the ground.

On the contrary, the appellant's own witness, Martinet, says, "it was a dreadful night—slush and snow ankle deep—one of the worst nights he ever knew."

Then as to the peculiar conformation of the ground, the proof shows that the first story of the plaintiff's house is several feet below the level of the street, and there was evidence tending to show that it was liable to be flooded from several directions, namely, through Reaney's house on the west, and then from the rear of the house, by the water coming down the hill-side of south of Hoffman Street, and lastly by the overflow of the front sidewalk, caused by the choking up of the Hoffman Street gutter.

The several instructions granted by the court presented, we think, the law of the case fairly to the jury, and the judgment below must therefore be affirmed.

Judgment affirmed.

Alvey, J., dissented.

CORRESPONDENCE.

Master and Servant Act, c. 133, R. S. O.

To the Editor of the LAW JOURNAL.

SIR,—In case the Court appealed to sustains an appeal under sec. 13, and quashes the conviction, has it power to order payment of costs against respondent?

If not, should not the law be reformed?

Yours,

SUBSCRIBER.

Invermay, Aug. 23rd, 1880.

[We are inclined to think that there is no power to award costs in such a case. The Act is silent on the point. The respondent would seldom be a person against whom an order for costs would be of much value.]

The subject is touched upon in O'Brien's D. C. Manual, 1880. Eds. L. J.].

Impudent Invaders.

To the Editor of THE LAW JOURNAL.

SIR,—I notice in your August issue a card, furnished you by a correspondent, of a "conveyancer" whose talents are not confined to that occupation. I find the following in a local paper:

———— AUCTIONEER, COMMISSIONER,
CONVEYANCER, &c.

Sewing and Knitting Machines.

New and second hand, for sale—any kind at much less than the usual prices. Repairing thoroughly done.

NO QUACKERY.

And though all branches of his business are attended to satisfactorily and free from mistakes, the charges will be found the lowest.

Needles for all kinds of Sewing Machines.

ADDRESS,

— AURORA.

READER! Call and see the following five octave, double reed

INSTRUMENTS.

Of first-rate quality, fully warranted, low prices and easy terms.

Second Hand Cabinet Organ, rosewood, \$90. New Parlor Organ, Elevated Top, \$100. Highly ornamented case, and Grand Organ Attachment, \$150. Piano Harp, Automatic Swell, \$315.

Conveyancing, Loans, Insurance, Steamship Tickets, Collections, &c.

Aurora, Aug. 6th, '79.

Notary Public.

Though we are agreed on principle that the practice of conveyancing should be confined to the legal profession, would it not be tyrannous to crush men who have the rare and versatile genius of the foregoing advertisers.

I remain

Yours &c.,
A.

[We have no doubt the Benchers will agree with our correspondent. They will probably now abandon the superhuman