

cargo, the sugar was liable to duty under an act which came into force on May 3rd.

*Held* further, that the duties attached notwithstanding said act did not receive the royal assent until July, 1895, it containing a provision that it should be held to have come into force on May 3rd.

Appeal allowed with costs.

*Fitzpatrick, Q. C.*, Solicitor General of Canada, and *Newcombe, Q. C.*, Deputy Minister of Justice, for the appellant.

*Osler, Q. C.*, and *Gormully, Q. C.*, for the respondent.

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1st May, 1897.

Ontario.]

ROGERS v. TORONTO PUBLIC SCHOOL BOARD.

*Negligence—Unsafe premises—Risk voluntarily incurred.*

An employee of a company which had contracted to deliver coal to the defendant went voluntarily to inspect the place where the coal was to be put on the evening preceding the day upon which arrangements had been made for the delivery, and was accidentally injured by falling into a furnace pit in the basement on his way to the coal bins. He did not apply to the defendant or the caretaker in charge of the premises before making his visit.

*Held*, that in thus voluntarily visiting the premises for his own purposes and without notice to the occupants, he assumed all risks of danger from the condition of the premises and could not recover damages.

Appeal dismissed with costs.

*McCarthy, Q. C.*, for the appellant.

*Robinson, Q. C.*, and *Hodgins*, for the respondents.

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1st May, 1897.

Ontario.]

JAMESON v. THE LONDON AND CANADIAN LOAN AND AGENCY COMPANY.

*Mortgage—Leasehold premises—Terms of mortgage—Assignment or sub-lease.*

A lease of real estate for twenty-one years with a covenant for a like term or terms was mortgaged by the lessee. The mort-