

the main, corroborated by his medical attendant. The actual direct money loss, aside from loss of time, amounted to \$31, as deposed to. In answer to questions the jury found that the plaintiffs were not negligent; that the accident was caused "to a slight extent" by the negligence of the defendant; and that his negligence was "in trying to pass in too narrow a margin." They assessed the damages at \$30. The learned Judge pointed out to the jury that, as to the assessment, their finding did not appear to be a fair result of the evidence, and, after instructing them that the amount of damages must in the end be determined by their view, requested them to retire and further consider this question. They returned to Court with the assessment unaltered. Frank Misner gave his evidence as to the personal injuries he sustained, and consequent inability to work, in what appeared to the Judge a fair and honest way, but, of course, the Judge knew nothing as to his character or reputation. If Frank Misner was entitled to judgment, and if his evidence was reliable, \$300 or \$400 would not be an unreasonable assessment of his damages; but the jury in all probability had knowledge of local conditions, and the amount was peculiarly a question for the jury. The \$30 awarded should be apportioned as follows: \$22 to Frank Misner and \$8 to his son. The learned Judge said that he had carefully weighed the question of costs. There should be judgment for the plaintiffs for the sums respectively above mentioned with costs, and there should be no set-off of costs. J. R. Logan, for the plaintiffs. R. I. Towers, for the defendant.

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NIBLOCK V. GRAND TRUNK R.W. CO.—FALCONBRIDGE, C.J.K.B.  
—MARCH 20.

*Sale of Goods—Contract—Action for Price—Defence—Adverse Claim of Railway Company to Price of Goods—Interpleader—Payment into Court—Costs.*—The plaintiff, as trustee of the O'Gara Coal Company, sued for \$24,053.51 for goods sold and delivered under a contract. The action was tried without a jury at Hamilton. FALCONBRIDGE, C.J.K.B., in a written judgment, said that he did not think that the claim of the New York Central and Hudson River Railroad Company against the defendants was mere camouflage on the part of the defendants. Let the defendants pay into Court the sum of \$19,283.17, with interest from the 15th August, 1913, less their costs as of an interpleader application, fixed at \$60. The plaintiff may apply to the Court, on notice to the New York Central company, for payment out. No other order as to costs. George Lynch-Staunton, K.C., and G. H. Levy, for the plaintiff. D. L. McCarthy, K.C., for the defendants.