

leading to the hold when he fell, owing to the defective condition of the ladder. Bigham, J., held that he was entitled to recover on the ground that, when a man intends others to come upon property of which he is the occupier for the purpose of work or business in which he is interested, he owes a duty to those who come to use reasonable care to see that the property and appliances upon it, which are intended to be used in the work, are fit for the purpose to which they are to be put, and he does not discharge this duty by merely contracting with competent people to do the work for him; and if the parties with whom he so contracts fail to use reasonable care, and damage results, the occupier still remains liable to the injured party. Bigham, J., further held that, notwithstanding the short time the ship had been in the defendant's control, although it was not incumbent on him to have made a thorough inspection of the vessel, yet he was bound to make some examination of it before admitting the stevedore or his men to work thereon; and as the slightest inspection of the ladder would have shown it to be defective, he had been guilty of a neglect of duty. This ruling, however, seems to be double edged, for, if the defect in the ladder was so manifest, it would seem something very like contributory negligence on the plaintiff's part to have trusted himself upon it.

STATUTE OF LIMITATIONS—TENANCY AT WILL—MORTGAGE—REAL PROPERTY
LIMITATION ACT, 1833 (3 & 4 W. 4, c. 27), SS. 2, 7—(R.S.O. c. 133, ss. 4, 5(7)).

Farman v. Hale (1899) 1 Q.B. 994, was an action of ejectment in which the defendants set up the Statute of Limitations. The facts were, that the plaintiff became entitled in fee to the land in question in 1882. In 1883 he allowed the defendants to occupy the premises, and they had continued ever since to do so. In 1893 the plaintiff mortgaged the property, and in 1894 the defendants had knowledge of the mortgage, and there was evidence that in 1894 they had filled up an income tax paper in which they described the plaintiff as being the owner of the premises, and themselves as being the occupiers, and there was also evidence that they had then, in conversation with third persons, admitted that they were then tenants at will to the plaintiff. In October, 1898, the plaintiff served notice to quit on the defendants, and they, refusing to give up possession, the action was brought in November, 1898. The action was tried by a County Court judge, who