what was constantly required. The using of this hole, placed there as part of the factory, as it was intended to be used, and as it was used, was attended with danger, and it therefore became the duty of defendant to protect the workmen by some plan or system, or at least to warn them when boards were to be pushed up. It is negligence in an employer not to make provision for protection of his workmen, and it is no answer that the workman is willing to assume all responsibility: see Webster v. Foley, 21 S. C. R. 580; Smith v. Baker, [1891] A. C. 348. Upon the answers to questions 4, 5, 6, and 7 there was liability under the Workmen's Compensation Act. Judgment for plaintiff for $1,000 and costs.

BRITTON, J. APRIL 8TH, 1903.

TRIAL.

STONE v. BROOKS.

Landlord and Tenant—Distress for Rent—Seizure when no Rent Due—Damages—Double Value—Property of Tenant in Mortgaged Chattels—Right of Action—Proceeding under Overholding Tenants Act—Estoppel—Chattel Mortgage—Default—Taking Possession—Agreement to Abandon—Breach—Measure of Damages.

On 14th September, 1901, plaintiff purchased the stock of a livery stable from defendant for $2,500, paying $800 cash, and giving a chattel mortgage on the goods purchased and other goods for $1,700. The plaintiff also leased from defendant the livery stable premises for ten years at $900 a year. The mortgage covered after-acquired property, and contained a provision that in case of default in payment, or if the mortgagor should attempt to sell or dispose of or in any way part with the possession of the goods, etc., or in case the mortgagee, for any good reason, should feel unsafe or deem the goods in danger of being sold or removed, the whole mortgage money should become due and the mortgagee should have the right to take possession.

On 13th February, 1902, defendant distrained for $143.38, balance of rent alleged to be due up to 16th January, 1902, and seized all the property covered by the mortgage to realize $1,600, the amount then alleged to be due thereon.

The plaintiff brought this action for illegal distress and seizure, alleging that no rent was due; that the seizure under the chattel mortgage was unnecessary; and that the action of defendant was not to secure himself but to injure plaintiff.

The plaintiff also alleged that after the seizure an agreement was come to by which defendant was, in consideration of getting an assignment of accounts, to abandon the seizure and not to remove or sell the property. The accounts were