

the Bosanquet case, the defendants, recognising the need of it, were about to widen the bridge; in this case no one saw any need for any change, and none was suggested until after the accident which gave rise to this action had happened. In the Bosanquet case, there was much motor-car traffic over the road; in this very little. In the Bosanquet case, the whole testimony of those who knew was that the approach of the vehicle to the bridge had been carefully and properly made, and the trial Judge gave credit to that testimony; in this case, the weight of the evidence was that the accident was caused by the driver of the car turning too quickly and running over the bank—that she might and should have followed in the usual track of the traffic and have been quite safe.

Following the Bosanquet case, it should be found that the accident was not due to the condition of the highway, but was due to some other cause for which the defendants were not liable.

The appeals should be allowed and the actions dismissed.

LATCHFORD and MIDDLETON, JJ., agreed in the result, for reasons stated by each of them in writing.

FERGUSON, J.A., read a dissenting judgment.

*Appeals allowed (FERGUSON, J.A., dissenting.)*

SECOND DIVISIONAL COURT.

OCTOBER 31ST, 1919.

# ROSENBES v. ROSENBES.

*Husband and Wife—Transactions between in Regard to Lands—  
Action by Husband against Wife and Actions by Wife against  
Husband—Mortgage—Lien—Evidence—Appeals—New Trial—  
Costs.*

Appeals by P. Rosenbes from the judgments of ROSE, J., and LLGIE, J., at the trials, in favour of the appellant's wife in three actions.

The first action was brought by the appellant, who claimed in it the whole benefit of a mortgage which seemed to have been made to him and his wife jointly.

The second action was brought by the wife with the object of having a deed of land by her to her husband set aside on the ground that he had obtained it from her by fraud.

The third action was brought by the wife to recover from the appellant \$2,000 and "for a lien or mortgage" to secure repayment of that sum, or for a sale of land to enforce payment of the debt.