certain raw material intended to be worked up into buggies. The plaintiff claimed the goods, and an interpleader issue was directed which resulted in favour of the plaintiff, the Court having held that the defendants, having once assented to the assignment, could not afterwards impeach it. The plaintiff then brought this action to recover damages for the wrongful seizure and detention of the goods. The jury found a verdict for the plaintiff, but it appeared that the damages awarded were entirely for the loss of profits which it was clamed might have been made by working up into buggies the said material, and by having the buggies ready for sale at a period much earlier than if no seizure had been made.

Held (WILSON, C.J., dissenting), that the damages assessed were too uncertain, speculative and remote to have been legally recoverable, but as the learned judge excluded damages from the consideration of the jury which might have been legally recovered a new trial was directed.

Creasor, Q.C., for plaintiff.

W. Nesbitt, contra.

MILLER v. REED.

Master and servant—Injury.

Held, in an action by a servant against a master for injury received by the servant by reason of a circular saw which he was hired to run not being guarded, it is not sufficient to show that the master knew that it was not guarded; but it must also be shown that the servant was ignorant of it, and as the servant was skilled in the use of the saw and was hired to run it, it was his duty to see that it was guarded, and he would not therefore recover for what was his own neglect.

Dickson, Q.C., for motion.

Burdett, contra.

WANAMAKER v. GREEN.

Municipal Act, sec. 546—By-law closing road.

Held, that the notices required to be given by the Municipal Act, 1883, sec. 546, are conditions precedent, the due observance of which is essential to the validity of a by-law passed for the purposes referred to in that section.

Held, also, that a by-law closing a "certain road across lot 15, 7th con., Sidney," where there were more than one road across that lot, was void for uncertainty.

Sherry, for motion.

G. Henderson, Q.C., contra.

RICHARDSON v. RANSOM.

Police magistrate—Power of appointment.

Held, that a person could not be held to be a trespasser merely by laying an information charging another with a crime, and praying therein that a warrant might be issued for his arrest, before a police magistrate appointed by the Ontario Government.

Per WILSON, C.J., that the power to appoin police magistrates resided with the Ontario Government.

Burdett, for defendant.

Dickson, Q.C., for plaintiff.

Johnston, for Attorney-General.

ROSS v. GRAND TRUNK RY. CO.

Railway—Expropriation money—Statute of limitations.

Held, that the right of compensation for land taken by a railway is not barred short of twenty years, and is not barred by the claimant's titles to the land being extinguished by reason of the railway having been in possession for ten years.

Meredith, Q.C., for motion.

Lash, Q.C., contra.

LANCEY v. BRAKE.

Contract—Parol agreement to alter.

Defendant got six different sums of money from plaintiff amounting altogether to $3,000 for which he gave receipts. Three of the receipts stated the defendant received so much money from the plaintiff, "loan on oil, usual rate of interest." The other three were similar to the others, but they concluded "payable within one year from date with interest at nine per centum per annum."

The defendant set up parol agreement with the plaintiff, by which the defendant had the