

be the same for all; but, if one of them is responsible for only a part of the total wrong done and the liability, though joint as to all at the time of the commencement of the action, arose at different dates, there, may under Rules 219 and 220 of the King's Bench Act, R.S.M. 1902, c. 40, be a verdict against the one for that part and against the rest for the total amount of damage committed.

O'Keefe v. Walsh (1903), 2 K.B. 681; *Mayne on Damages*, 673, and *Copeland Chatterton Co. v. Business Systems Ltd.*, 11 O.R. 292, followed.

The defendant Teskee tortiously cut down and carried away a large number of trees from the plaintiff's land with the assistance of his co-defendants hired by him. The work occupied eight days, but the defendant K. was only engaged for two days upon it.

Held, that K. was not liable for anything beyond the amount of the damage done during the two days.

The plaintiff had failed to shew what that amount was; but, as K. had joined with the others in paying \$91 into court to answer the plaintiff's claim, thus admitting his liability for that amount, the verdict of \$1,000 against all in the trial court was changed to one for \$91 against K. and for the balance, \$909, against the other defendants.

Fullerton and Jacobs, for plaintiff. *Hoskin*, K.C., for defendants.

Full Court.]

[Nov. 28, 1910.

CITY OF WINNIPEG v. WINNIPEG ELECTRIC RY. CO.

Injunction—Forfeiture—Waiver—Estoppel—Meaning of words “operation, conduct and management.”

Appeal from judgment of Mathers, J., noted ante., vol. 46, p. 116. This judgment as there noted was affirmed with the following variations.

Held, per HOWELL, C.J.A., and PERDUE, J.A., (RICHARDS, J. A., dissenting), that there was nothing in the agreement referred to in par. 1 of that note or in the company's Act of incorporation to prevent the company from using the direct electric current developed in the city as described in par. 3 to operate its street cars without the further consent of the city and erecting poles and wires for that purpose.

Held, also, unanimously, that the defendants had not acquired the corporate powers of the Manitoba Electric and