

846 WAREHOUSES, YARDS AND WORKSHOPS.

VOLENS.

See Employees; Pleading and Practice.

WAREHOUSES, YARDS AND WORKSHOPS.

Municipal bonus on condition of nonremoval of workshops, see Railway Subsidy.

Liability of company as warehouseman, see Baggage.

RAILWAY YARD—INJURY TO VISITOR—LICENSEE—DAMAGES.

The plaintiff's son was given leave by a yardmaster of the defendant's to learn in the railway yard the duties of car checker, with the expectation that if he became competent he would be taken into the employment of the defendants in that capacity, and he was free to devote as much or as little time to acquiring the necessary knowledge as he saw fit. While he was in the railway yard a few days after this permission had been given he was killed by an engine of the defendants which was running through the railway yard without the bell being rung though the rules of the defendants required this to be done:—Held, that the deceased was a licensee and not a trespasser; that the defendants were bound to exercise reasonable care for his protection; and that the omission to give the warning was negligence which made them liable in damages for his death. The Court being of opinion, however, that damages of \$3,000 allowed by the jury were excessive, ordered that there should be a new trial unless the plaintiff should consent to accept \$1,500.

Collier v. Michigan Central Ry. Co., 27 A.R. (Ont.) 630.

[Referred to in Renwick v. Galt Street Ry. Co., 11 O.L.R. 158, 12 O.L.R. 35.]

STATUTORY OBLIGATION—ENFORCEMENT BY MUNICIPALITY—PROHIBITION AGAINST REMOVAL OF "WORKSHOPS."

Upon a motion made by the plaintiffs, pursuant to leave given in the judgment reported in 1 O.L.R. 480, for leave to amend by claiming a remedy against the defendants by virtue of the prohibition contained in s. 37 of 45 Vict. c. 67 (Ont.), providing that "the workshops now existing at the town of Whitby, on the Whitby section, shall not be removed by the consolidated company (the Midland Ry. Co. of Canada) without the consent of the council of the corporation of the said town":—Held, that this section imposed an obligation upon the Midland Ry. Co. for the benefit of the plaintiffs, who were entitled to maintain an action thereon in their own name; and by virtue of 56 Vict. c. 47 (D.), amalgamating the Midland Co. with the defendants, and clause 3 of the agreement in the schedule to that Act, the plaintiffs could maintain an action against the defendants for damages for any breach of the obligation committed by the Midland Ry. Co. before, or by the defendants since, the amalgamation; and the plaintiffs should be allowed to amend and to have judgment for such damages as they were entitled to. Held, also, that "the workshops now existing" meant the buildings used as workshops; and damages could not be assessed on the basis of the prohibition being against the shutting down of or reducing the extent of the work carried on in the workshops.

Whitby v. Grand Trunk Ry. Co., 1 Can. Ry. Cas. 276, 3 O.L.R. 536.

DUTY AS TO SAFETY AND CARE.

The obligation resting upon a railway company as the owner or occupier of a building to which the public is invited to commit themselves or their property is to have the structure in a reasonably safe condition so far as