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MEMORANDUM DECISIONS.

Memoranda of less important Cases disposed of in superior and appellate Courts without written opinions or upon short memorandum decisions and of selected Cases decided by local or district Judges, Masters and Referees.

LUM YET v. HUGILL.

Ontario High Court, Cartwright, M.C. January 10, 1912.

PLEADINGS (§ II L—252)—*Statement of Claim—Negligence.*]

—This action was brought to recover damages for the death of the plaintiff's son, who was admittedly killed by the defendant's motor-car. The plaintiff by the statement of claim alleged negligence on the part of the defendant; and the defendant moved, before pleading, for particulars of the alleged negligence. The Master said that the plaintiff need only set out in his statement of claim the material facts on which he relies, and which, if not disapproved or otherwise sufficiently answered, would entitle him to judgment. The provisions of 6 Edw. VII. ch. 46, sec. 18 (O.), throws upon the defendant, in such a case as the present, the onus of disproving negligence on his part. See *Verral v. Dominion Automobile Co.*, 3 O.W.N. 108, 24 O.L.R. 551. The plaintiff can, therefore, rely on the doctrine of *res ipsa loquitur*, and is not bound in any way to account for the fatal injury to his son. See *Smith v. Reid*, 17 O.L.R. 265. It was probably unnecessary to allege negligence; and, though this was done, particulars need not be given. See *Con. Rule 279*. Motion dismissed; costs in the cause. J. A. Macintosh, for the defendant. E. F. Raney, for the plaintiff.

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MEMO.
DECISIONS.

WARFIELD v. BUGG.

Ontario High Court, Falconbridge, C.J.K.B. January 10, 1912.

EVIDENCE (§ II E F—196)—*Contract—Interest in Company-shares.*—The plaintiff, an engineer, claimed an interest in 100,000 shares of the capital stock of the People's Railway Company, under an alleged agreement between him and the defendant Bugg. The learned Chief Justice said that the plaintiff had failed to discharge the burthen of proof; and, this finding was made without reference to demeanour of witnesses, as to which there was nothing to choose. The agreement set up by the plaintiff was one of manifest impropriety, of doubtful legality, and, in the opinion of the Chief Justice, quite unenforceable. Action dismissed. R. S. Robertson, for the plaintiff. J. A. Seellen, for the defendants.

WARFIELD v. PEOPLE'S RAILWAY CO.

Ontario High Court, Falconbridge, C.J.K.B. January 10, 1912.

CONTRACTS (§ II D 4—185)—*Remuneration for Services—Company-shares Received.*—Action to recover \$3,099.80 and in-