

they put their wire and as to which the jury found negligence, nor had they, so far as appeared, the consent of the owners to use it, and the electric company were not shewn to have had any express consent or authority to use that pole, but Randall, in the ordinary course of his employment, was sent to this pole to put upon it a transformer for the purpose of supplying light to the adjacent building.

A. E. Fripp, Ottawa, for plaintiffs.

W. R. Riddell, K.C., and C. Murphy, Ottawa, for defendants Ahearn and Soper.

BRITTON, J., held that, as between Randall and Ahearn and Soper, the former was not a trespasser, but was rightfully upon the pole. Ahearn and Soper must be taken to have known, in using that pole, that other persons would be just as likely to use it. It was in a central place, with large buildings near by, requiring light for illumination and for ordinary lighting. Ahearn and Soper ought so to have fastened the live wire placed by them on the pole as to render it reasonably safe for persons requiring to use it for any proper purpose connected with transmitting the current.

The jury were told that they might apportion the damages between the two plaintiffs. They assessed the damages at \$2,500, and apportioned it \$500 to the husband and \$2,000 to the wife. The wife was entitled to be supported by her husband, and she had sustained damage by being deprived of her husband's support.

Judgment for plaintiffs for \$2,500 (as apportioned by the jury) with costs, including costs of former trial and of appeal to Divisional Court, which were to abide the event.

CARTWRIGHT, MASTER.

OCTOBER 13TH, 1904.

CHAMBERS.

BRUCE v. ANCIENT ORDER OF UNITED WORKMEN.

Parties—Interpleader Issue—Who should be Plaintiff—Insurance Moneys—Security for Costs.

A policy of insurance issued by the defendants on the life of Robert Bruce was made payable to his wife Jane Bruce. He had for many years been living with the plaintiff, who was called by that name and passed for his wife and by whom he had a family. Shortly before his death he made a will by which he bequeathed the policy to another Jane Bruce, whom he described as his wife, resident in Scotland, and to his daughter Elizabeth. Plaintiff having brought this action to recover the amount of the insurance, and the legatees having