to the plaintiff, and very much curtailed the view along the street in an easterly direction from his verandah. Upon the whole evidence, the learned Judge found that the fence was a line fence between the two lots, and had been so considered and used by the parties to the action and their predecessors in title. The defendant was not warranted in taking the fence down and destroying it, as he did, without the consent of the plaintiff. The value of the fence was not very satisfactorily proved at the trial. The excavation of which the plaintiff complained was filled up again, and apparently he suffered no damage in consequence thereof. At the request of counsel, the learned Judge had a view of the property, and came to the conclusion, from that and the evidence adduced at the trial, that the buildings of the defendant were so constructed as existing as to shed water upon the plaintiff's verandah and against his house. The damage and inconvenience thus far caused to the plaintiff in respect to this had not been great; but he was entitled to have the defendant enjoined from a continuance of it. Judgment for the plaintiff against the defendant as follows: (1) restraining the defendant from discharging rain-water from the roofs of his buildings upon the plaintiff's property and for $5 damages for the injuries already sustained in this connection; (2) for $20 damages for the destruction of the plaintiff's share of the fence, less $15 paid into Court by the defendant; (3) for the plaintiff's costs of suit on the High Court scale.

CROCKFORD v. GRAND TRUNK R.W. CO.—FALCONBRIDGE, C.J.K.B. —MARCH 11.

Master and Servant—Injury to Servant—Negligence—Condition of Premises—Dangerous Work—Infant—Absence of Warning—Contributory Negligence—Findings of Jury.]—Action by a servant of the defendants, employed in their roundhouse at London, to recover damages for personal injuries caused, as alleged, by the defective condition of the platform of the turn-table. The Chief Justice said that the jury had the advantage of inspecting the locus in quo, and saw the condition of the ways, which was practically the same at the time of the view as at the time of the accident, and had expressly found negligence in regard to the same. They had also found negligence of the defendants by reason of the failure properly to instruct the plaintiff, an infant engaged in a dangerous work;