might have been done to have avoided the accident. We think that the trial Judge was quite right in finding that at common law the defendants were liable.

It was quite clear that the brother and sister met two other motor cars, and the horse did not shy at them, because they were motor cars that were lighted; but, when the horse came to this car, without any light, he was frightened. Whatever it may be, it is absurd to say that this horse did not break his leg when he plunged. He reared when he came to the car, and when he came down he was found on three legs. We must use our common sense. A jury would be warranted in drawing the inference that when he reared and came down the leg was broken.

The appeal is dismissed with costs.

CLUTE, J.:—I agree, but I wish to say that I desire to place my judgment on the statute. The onus was not rebutted or discharged; and, further than that, there was an express direction under the Act that there must be a light. There is no question that the accident occurred by reason of the defendants' car not being lighted.

RIDDELL, J.:—I place my judgment upon the common law, on the admitted fact that the car had been an unreasonable length of time on the highway. The horse was frightened by the car being unlawfully there.

LENNOX, J.:—I agree.

Appeal dismissed.

OCTOBER 26TH, 1914.

LABATT LIMITED v. WHITE.

Execution—Action for Declaration in Aid—Husband and Wife—Interest of Husband in Land Vested in Wife—Evidence—Appeal.

Appeal by the plaintiffs from the judgment of LENNOX, J., 6 O.W.N. 127.

The appeal was heard by MULOCK, C.J.Ex., MACLAREN, J.A., CLUTE and RIDDELL, JJ.

W. R. Smyth, K.C., for the appellants.

A. E. H. Creswicke, K.C., for the defendants, respondents.

THE COURT dismissed the appeal with costs, reserving to the plaintiffs the Kuntz Brewery Company Limited any rights in respect to a promissory note made by both defendants.