

Per **BRIDGTON** and **DUFF, JJ.**, that a demand note given in renewal of a time note and accepted by the holders is not a giving of time to the maker by which the indorser is discharged.

Judgment of the Supreme Court of New Brunswick, 37 N.B. Rep. 630, reversed.

Teed, K.C., for plaintiff, appellants **W. D. Carter**, for respondent.

Man.] **CARRUTHERS v. CANADIAN PACIFIC RY. CO.** [June 24.

Negligence—Railway—Animals at large—Meaning of "At large upon the highway or otherwise"—Fencing—Trespass from lands not belonging to owner.

C.'s horses strayed from his enclosed pasture situated beside a highway which ran parallel to the company's railway, entered a neighbour's field adjacent thereto, passed across upon the track through an opening in the fence which had not been provided with a gate by the company, and were killed by a train. There was no person in charge of the animals, nor was there evidence that they got at large through any negligence or wilful act attributable to C.

Held, affirming the judgment appealed from, 16 Man. R. 323, that under the provisions of the Railway Act, 1903, s. 237, sub-s. 4, the company was liable to damages for the loss sustained notwithstanding that the animals had got upon the track while at large in a place other than a highway intersected by the railway.

Blackstock, K.C., for defendants, appellants. **J. E. O'Connor**, for respondent.

Man.] **DAY v. CROWN GRAIN COMPANY.** [June 24.

Mechanics' lien—Completion of contract—Time for filing claim—Right of appeal.

The time limited for the registration of claims for liens by sec. 20 of "The Mechanics' and Wage Earners' Lien Act," R.S.M. 1902, c. 110, does not commence to run until there has been such performance of the contract as would entitle the con-