

From Ferguson, J.]

JACKSON v. SCOTT.

[March 2.

*Vendor and purchaser—Judgment for purchase money—Subsequent rescission by vendor.*

A vendor obtained judgment against a purchaser for certain instalments of the purchase money, less a sum allowed to the purchaser by way of set-off. The agreement for sale provided that the vendor might rescind in case of default, and that all moneys theretofore paid should be forfeited, and after execution under the judgment had been returned unsatisfied and after default in payment of further instalments, the vendor gave notice of rescission.

*Held*, that he was entitled to do this, and that the judgment remained in force as far as the amount allowed by way of set-off and the costs were concerned. Judgment of FERGUSON, J., reversed.

*H. T. Beck*, and *J. W. McCullough*, for appellant. *George Wilkie*, for respondent.

From MacMahon, J.]

GODWIN v. NEWCOMBE.

[March 2.

*Master and servant—Workmen's compensation for Injuries' Act—Dangerous machine—Absence of guard—Contributory negligence.*

The plaintiff was employed by the defendant to "edge" boards at a machine known as a jointer, which consisted of two revolving knives about sixteen inches wide driven by steam power set in and projecting slightly above the surface of an iron table about three feet high and eight feet long. The knives were not guarded, and it was proved that a guard could have been used; that without one the machine was dangerous; and that defendant's foreman knew this. The workman as he edged each board stood it on end against the table at his left hand for removal by other workmen. One of the boards, owing either to the vibration of the machinery, or to a knock given to it by another workman, fell upon the plaintiff's arm and forced his hand upon the knives, and he was seriously injured:—

*Held*, that the absence of a guard was a defect in the machine; that the foreman's knowledge of this defect and his failure to remedy it constituted negligence for which the defendants were liable; that the absence of the guard and not the placing the board against the table was the proximate cause of the accident; and, therefore, that the plaintiff was entitled to damages. Judgment of MACMAHON, J., affirmed.

*Aylesworth*, K. C., and *C. A. Moss*, for appellant. *Du Vernet* and *McKeown*, for respondent.

From Meredith, J.]

SIMS v. HARRIS.

[March 12.

*Master and servant—Share of profits of business—Sale of business.*

The plaintiff and the defendant entered into a contract of hiring and service, which was to continue for a year unless the plaintiff's business was