all right, but when I come to weigh the force of a slang expression like this, I cannot lay much stress upon it. Upon the whole, then, the action of the plaintiff must be dismissed.

Torrance & Morris, for the plaintiff.

Cartier, Pominville & Bétournay, for the defendants.

May 30.

TEES *v.* M'CULLOCH.

Deed of Composition—Novation.

Held, that an agreement in the following terms effects a novation of the original debt:—"We, the undersigned creditors, hereby agree to take 2s. 6d. in the £. for our respective claims set forth in the annexed statement, and on payment thereof within six weeks from date, we hereby undertake to grant him a discharge in full."

This was an action for a balance due on an account for goods sold and delivered. The defendant, in the first place, denied that he owed the plaintiff anything; but proceeded to state that in any case the plaintiff could not recover more than 2s. 6d. in the £. on his claim, inasmuch as about two years previously, the plaintiff, among other creditors of the defendant, had signed a deed of composition *sous seing privé*, agreeing to accept 2s. 6d. in the £. The agreement produced was in the following terms:—"We, the undersigned creditors, hereby agree to take 2s. 6d. in the £. for our respective claims set forth in the annexed statement, and on payment thereof *within six weeks from date*, we hereby undertake to grant him a discharge in full." The plaintiff admitted his signature to the agreement; and the defendant, on his part, admitted that the six weeks mentioned in the agreement had long previously expired, and that he had never paid or offered to pay any part of the debt. The case was submitted on the admissions, without other evidence, the sole question being whether the agreement to take 2s. 6d. in the £. was, on the face of it, conditioned upon payment being made within six weeks, or whether there was novation of the original debt.

BADGLEY, J. The plaintiff can only have judgment for the amount as settled by the composition agreement.

Kirby, for the plaintiff.

M'Coy, for the defendant.

RECENT ENGLISH DECISIONS.

QUEEN'S BENCH.

Master and Servant—Negligence of fellow-servant—Common employment.—The rule, which exempts a master from liability to a servant, for injury caused by the negligence of a fellow-servant, applies in cases where, although the immediate object on which the one servant is employed is very dissimilar from that on which the other is employed, yet the risk of injury from the negligence of the one, is so much a natural and necessary consequence of the employment which the other accepts, that it must be included in the risks which have to be considered in his wages. Thus, whenever an employment in the service of a railway company is such, as necessarily to bring the person accepting it into contact with the traffic of the line, risk of injury from the carelessness of those managing that traffic is one of the risks necessarily and naturally incident to such employment, and within the rule. The plaintiff was in the employment of a railway company as a carpenter, to do any carpenter's work for the general purposes of the company. He was standing on a scaffolding, at work on a shed close to the line of railway, and some porters in the service of the company carelessly shifted an engine on a turn-table so that it struck a ladder supporting the scaffold, by which means the plaintiff was thrown down and injured:—*Held*, on the above principle, that the company were not liable. *Morgan* v. *The Vale of Neath Railway Co.*, 1 Q. B. 149. [Compare *Fuller* v. *Grand Trunk Co.*, 1 L. C. L. J. p. 68, in which case the general rule enunciated above seems to have been stated for the first time in our courts.]

Justice of the Peace—Disqualifying Interest.—Though any pecuniary interest, however small, in the subject-matter disqualifies a justice from acting in a judicial inquiry, the mere possibility of bias in favour of one of the parties, does not *ipso facto* avoid the justice's decision; in order to have that effect the bias must be shown at least to be real. *Regina* v. *Rand*, Q. B. 230.

Railway Company—Level Crossing.

The defendants' line of railway was crossed