four inches above the level of the street, which rendered accidents of the kind in question more likely to occur. The Jury gave G. a verdict with $500 damages which the Divisional Court and the Court of Appeal, the latter Court being equally divided, affirmed. On appeal to the Supreme Court of Canada:—

HELD, reversing the judgment of the Court of Appeal, Strong and Fournier, JJ., dissenting, that the fact of the street crossing being higher than the street did not make the city liable.

Appeal allowed.

W. R. Meredith, Q.C.; for the appellants.

R. M. Meredith and *Love*, for the respondent.

OTTAWA, March 18, 1889.

Ontario.]

KINGSTON & PEMBROKE RAILWAY CO. v. MURPHY

Railway Company—Expropriation of land—Description in map or plan filed—42 Vic. ch. 9.

No land can be taken for the line of a railway as originally located, or for any deviation therefrom, at any point therein, until the provisions as to places and surveys prescribed as to the original line (by 42 Vic. ch. 9, Railway Act of 1879) are complied with as to every such deviation.

Therefore, where a road had been completed, and the company having obtained additional powers from Parliament as to land they could hold in K., sought to expropriate the land of M., which was not on the map or plan originally registered:

HELD, affirming the judgment of the Court of Appeal for Ontario, that they were not entitled to such expropriation.

Appeal dismissed.

Christopher Robinson, Q. C., and *Cattanach*, for the appellant.

S. H. Blake, Q. C., and *Britton, Q. C.*, for the respondents.

OTTAWA, March 18, 1889.

Prince Edward Island.]

TRAINOR v. THE BLACK DIAMOND S.S. CO.

Bill of lading—Exceptions—Construction—Improper stowage—Negligence—Liability of shipowner.

A bill of lading acknowledged the receipt on board a steamer of the defendant company of a number of packages of fresh meat shipped in good order and condition, and which the defendants undertook to deliver in like good order and condition at the Port of St. John's, Newf., subject to the following exceptions, among others, in respect of which the defendants would not be liable for damage: "Loss or damage arising from sweating, decay, stowage, or from any of the following perils, whether arising from the negligence, default or error in judgment of the pilot, master, mariners, engineers, or other persons in the service of the ship, or for whose acts the shipowner is liable, (or otherwise howsoever)."

HELD, *Per* Strong, Taschereau and Gwynne, JJ., that the words "whether arising from the negligence, default or error in judgment of the pilot," etc., apply as well to the exceptions which precede as to those which follow them, and would relieve the defendants from liability for damage by stowage so arising.—Ritchie, C. J., and Fournier, J., *contra.*

The damage to the meat shipped was occasioned by its being taken on board during a heavy rain, stowed in uncovered hatchways, and the men stowing it trampled upon it with muddy boots, and spit tobacco juice upon it.

HELD, affirming the judgment of the Supreme Court of Prince Edward Island, Ritchie, C. J., and Fournier, J., dissenting, that the loss arose from stowage arising from the negligence of persons for whose acts the shipowners were liable, and the defendants were relieved by the exceptions in the bill of lading.

Appeal dismissed with costs.

L. H. Davies, Q.C., and *Morson*, for appellant.

Fred. Peters, for respondents.

OTTAWA, March 18, 1889.

New Brunswick.]

ELLIS v. BAIRD.

Appeal—Contempt of Court—Final judgment—Practice.

E. was served with a rule issued by the Supreme Court of New Brunswick, calling upon him to show cause why a writ of attachment should not issue against him, or he be committed for contempt of Court in publish-