any person to use the trail who wished to, and some statute labour had been performed on it, but without the knowledge or authority of the Municipal Council. The engineer had not rung the bell or sounded the whistle on approaching the crossing, and the plaintiff had taken no precaution to ascertain whether a train was near before driving on the track. The railway line comes by a curve through a cutting on to the crossing, which had been constructed there by the railway company at the request of adjoining owners.

Held, 1. Under The Railway Act, 1888, c. 29, s. 256, taking the meaning of the word "highway" from sub-s. (g) of s. 2 of the Act, the railway servants were not bound to ring the bell or sound the whistle on approaching the crossing in question.

2. The plaintiff was guilty of such contributory negligence as to disentitle him to recover damages. *Cotton* v. *Wood*, 8 C.B.N.S. 568, and *Weir* v. *C.P.R.*, 16 A.R. 100, followed.

Elliott, for plaintiff. *Munson*, K.C., and *Hudson*, for defendants.

North-West Territories.

SUPREME COURT.

Richardson, J.

INDIAN HEAD WINE & LIQUOR CO. *v.* SKINNER.

Liquor license ordinance—Bill of exchange given for legal and illegal items—Recovery as to part—Rescision of contract.

On an overdue bill of exchange accepted by defendants, and also for goods sold and delivered. One Ellison and several other persons were carrying on a business at Indian Head, under the name and style as above. The license, however, to sell liquor, was granted to one Ellison and not to the plaintiffs as a firm. The bill of exchange was for goods sold, $411.34, of which $327 34 were intoxicants. The defendants, the plaintiffs and certain other creditors of the defendants, together with one Dundas, mutually agreed that the defendants should assign to Dundas certain property at a certain valuation, and the creditors should share pro rata. At the trial the following facts were proven, the acceptance by the defendants of the bill of exchange, also the sale and delivery of goods. The fraud of the defendants in falsely representing to the plaintiffs, that their total indebtedness was $6000, whereas, the fact was it was double that amount; and that after the plaintiffs had entered into the arrangement, and before they had received any benefit therefrom, they rescinded the agreement.