

to compel A. to pay C. under *Ascherson v. Tredegar Dry Dock Co.* (1909), 2 Ch. 40.

*Galt*, K.C., for plaintiff. *Hoskin*, K.C., and *Huggard*, for defendant.

Metcalf, J.]

[Dec. 23, 1909.

ISBISTER v. DOMINION FISH CO.

*Negligence—Fire on vessel—Absence of precautions against fire spreading—Dangerous conditions—Failure to warn passengers to escape.*

In the absence of direct evidence as to the cause of a fire which destroyed the defendants' steamer while lying at her dock, and in consequence of which the plaintiff suffered severe personal injury and loss, proof of the existence of dangerous conditions in the furnace room, where it was probable the fire had started, of the absence of means to put out an incipient fire, that when the fire was first noticed it had gained such headway that the plaintiff could only escape by jumping into the lake, and that there was either no watchman on duty or, if on duty, he neglected to give any warning to the passengers to escape, so that some of them were burned to death in their rooms, is sufficient to warrant a finding of negligence on the part of the defendants and a verdict for the plaintiff for substantial damages.

*Hagel*, K.C., and *Blackwood*, for plaintiff. *Heap* and *Stratton*, for defendants.

Metcalf, J.]

SCHWEIGER v. VINEBERG.

[Dec. 23, 1909.

*Sale of goods—Rejection—Retention of bill of lading.*

When the buyer of goods exercises his right, under s. 30 of the Sale of Goods Act, R.S.M. 1902, c. 152, to reject the goods because the seller delivered a quantity larger than that contracted for and also delivered goods contracted for mixed with goods of a different description not included in the contract, the retention by the buyer of the bill of lading creates no liability on his part.

*Phillips* and *Chandler*, for plaintiff. *Hoskin*, K.C., and *Montague*, for defendant.