tered into an agreement with C. for the sale of the land to him for a sum less than the amount due them, which was followed by a conveyance to him. Subsequently, the plaintiffs brought an action against defendant on the covenant in his mortgage to them to recover the deficiency thereon, contending that the agreement made with L., when they took the conveyance from her, was that defendant should not be discharged thereby, as was evidenced by certain correspondence put in by them.

Held, that whether there was such an agreement or not, it would not be binding on defendant, for he having sold to L., subject to the mortgage, it was L.'s duty to indemnify him against it, and plaintiffs took with knowledge of this, and never communicated with him; and, moreover, by their subsequent sale to C. they put it out of the defendant's power to redeem.

North of Scotland Mortgage Co. v. *Udell*, 46 U. C. R. 511, and *North of Scotland Mortgage Co.* v. *German*, 31 C. P. 349, commented on.

J. K. Kerr, Q.C., for plaintiff.

FORWARD *v.* THE CORPORATION OF THE CITY OF TORONTO.

Municipal corporations—Ice on sidewalk—Water running down lane in front of sidewalk and freezing—Evidence of negligence.

By reason of ice on the sidewalk on Yonge Street, in the city of Toronto, the plaintiff, who was walking along that street about six o'clock in the afternoon, slipped and fell, sustaining damage. The place in question was in front of a lane which ran between two stores, the walls of the stores forming the sides of lane, which sloped toward the sidewalk, the ice being caused by the water from rain and melting snow running down the lane on to the sidewalk and then freezing. There was ice on the sidewalk at the time of the accident, but there was no evidence of its having accumulated there, nor did it appear how long it had been there.

Held, that there was no evidence of negligence on the part of the defendants.

J. K. Kerr, Q.C., and *J. R. Roaf*, for plaintiff.

Robinson, Q.C., for defendant.

BRUNELL *v.* THE CANADIAN PACIFIC RAILWAY CO.

Master and servant—Railways—Accident—Negligence—"Workmen's Compensation for Injuries Act"—49 Vict. c. 28, s. 3, ss. 5. (O.).

B., the plaintiff's son, was employed as fireman on a locomotive engine which was in charge of a driver named R., B. being under his orders. B. was severely scalded by the bursting of the boiler of the engine, which resulted in his death. The accident was apparently caused by the sudden influx of cold water into the boiler, which had been allowed to run too low. There was no evidence to show to whom the negligence was attributable; but it was proved that, though the company held the driver responsible as regards the engine, it was the duty of the fireman, for which he was responsible to the company, to attend to the supply of water, which was part of his education to fit him for the superior position of driver, and that from his position he had greater facilities for opening the valve than those possessed by the driver; and from a report put in by one of the defendant's officials, it appeared that B. had charge of the water at the time of the accident. In an action against defendants for damages under "The Workmen's Compensation for Injuries Act," 49 Vict. c. 28, s. 3, ss. 5 (O.).

Held, that the defendants were not liable.

J. K. Kerr, Q.C., and *Carson*, for plaintiff.

G. T. Blackstock, for defendants.

ARNOLD *v.* CUMMER.

Limitations, Statute of—Entry by owner—Life lease to one of several in possession—Effect of.

In 1860, D. M., the then owner of certain lands, conveyed to A., who in 1861 conveyed to N., through whom the plaintiff claimed. D. M. continued in possession, and, at his request, his sister, M. B., came and resided with him, and took charge of the house and their sister, S. M., who was subject to fits, which to some degree affected her mind. In 1862, D. M. died, the two sisters remaining in possession, M. B. taking charge and control. In 1868, defendant, the sisters' nephew, came to reside with them, M. B. giving him charge of the