

driver of the automobile attempted to cross the tracks at a regular crossing, but behind a line of cars going one way, and was struck by a car going the other way. The plaintiff brought this action to recover damages for his injuries. It was tried with a jury at Sandwich. The jury absolved the driver of the automobile from blame, and found that the crossing was a dangerous one, and that the defendants' car was approaching at too high speed—the rate being described in evidence as from 8 to 10 miles an hour. MIDDLETON, J., said that there was much in the evidence to indicate that the conduct of the driver of the automobile in attempting to cross the tracks as he did was the sole cause of the collision and the plaintiff's injury; but the jury had found otherwise; there was evidence upon which the findings might be supported; it was not open to the Judge to nonsuit; and the plaintiff was entitled to a judgment upon the findings of the jury. The assessment of the damages at \$500 was extremely liberal, and, while the plaintiff should have judgment for that sum, the costs should be on the appropriate scale, and there should be no certificate to prevent a set-off in favour of the defendants. F. C. Kerby, for the plaintiff. M. K. Cowan, K.C., for the defendants.

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DIEHL v. CARRITT—MIDDLETON, J.—OCT. 20.

*Company—Paper Company—Debenture-holders — Receiver—Sale of Assets—Claim by Electric Light Company in Priority to Debentures—Trial of Issue—Finding of Fact.*—The Imperial Paper Mills of Canada Limited executed two certain debenture mortgages upon the assets of its undertaking. A receiver was appointed, the assets were sold, and the purchase-money paid into Court. The Sturgeon Falls Electric Light Company Limited filed with the receiver a claim upon the money in Court to the amount of nearly \$100,000, for which it asserted priority over the debenture-holders; and an issue in respect of that claim, between the electric light company and the receiver, representing the debenture-holders, was directed to be tried, and was tried by MIDDLETON, J., without a jury, at Toronto, on the 12th, 13th, 14th, and 15th October, 1915, on oral evidence. Held, upon a review of the evidence, that the proper inference of fact was that, the Imperial Paper Mills of Canada Limited declining to assume the burden of the Sturgeon Falls Pulp Company's agreement, it was arranged that \$100 a month should be charged