

ferred by ten reasonable men; but it was proper to regard the fireman as the involuntary, and, as regards the danger, unconscious, agents of the defendant Brunton; and (with hesitation) the combustion of the materials in the can, the removal of the smouldering can from the room, the placing of it upon the lawn, the explosion and the casualty, were connected cause and effect, and a natural consequence of the negligence of the defendant Brunton, in the matters found by the jury, sufficient to cast liability upon him. Counsel for the city corporation did not ask for costs. Judgment for the plaintiff against the defendant Brunton for \$1,100, with such costs as would have been incurred by the plaintiff had this defendant been sued alone, and judgment dismissing the action as against the Corporation of the City of Ottawa without costs. A. E. Fripp, K.C., for the plaintiff. F. B. Proctor, for the defendant city corporation. G. F. Macdonnell, for the defendant Brunton.

BELISLE V. BELISLE—LENNOX, J.—APRIL 17.

Husband and Wife — Alimony — Desertion — Quantum of Allowance—Leave to Apply—Costs.]—Undefended action for alimony, tried without a jury at Ottawa. The plaintiff's husband deserted her, and she asked for alimony at the rate of \$100 a month. Judgment for the plaintiff for payment by the defendant of alimony from the teste of the writ of summons for a period of four years at the rate of \$60 a month and thereafter at \$50 a month, in each case payable quarterly, with the right reserved to either party to apply to the Court to increase or reduce the monthly payments, upon the ground of changed conditions or other sufficient cause, and with costs upon a solicitor and client basis. A. Lemieux, K.C., for the plaintiff.

McKAY V. GOOD AND ROCHESTER—LENNOX, J.—APRIL 17.

Promissory Note—Evidence—Interest.]—Action upon a promissory note, tried without a jury at Ottawa. Judgment had been entered against the defendant Good upon default. Held, that the plaintiff was entitled to recover judgment against the defendant Rochester for the amount claimed in the pleadings. The testimony of the manager of the Royal Bank was buttressed