

MacMahon, J.]

[Feb. 10.]

KEITH v. OTTAWA AND NEW YORK R. W. CO.

Railway—Negligence—Opportunity to alight.

A railway company which has undertaken to carry a passenger to a station on its line must stop its train at that station long enough to give the passenger a reasonable opportunity of getting off. If the train stops and the passenger after making reasonable efforts to do so is unable to get off before it starts again and jumps off and is injured, the company is liable in damages; provided, however, that when the passenger jumps off, the train be not moving at such a rate of speed as to make the danger of jumping obvious to a person of reasonable intelligence.

George McLaurin, for plaintiff. *Nesbitt*, K.C., and *W. H. Curle*, for defendants.

Meredith, C.J.]

CARSWELL v. LANGLEY.

[Feb. 11.]

Bankruptcy and insolvency—Assignment for benefit of creditors—Annuitant—Right to rank on estate—Assignments Act.

An insolvent made an assignment to the defendant for the benefit of creditors, pursuant to R.S.O. 1897, c. 147. Previous to the assignment the defendant had covenanted with the plaintiffs to pay to J.R. \$100 per quarter on the first day of each quarter during her natural life.

Held, that the growing payments were in the nature of contingent debts; and that the plaintiffs were not entitled under R.S.O. c. 147, to rank upon the estate of the insolvent for the present value of such payments. *Grant v. West*, 23 A.R. 533, and *Mail Printing Co. v. Clarkson*, 25 A.R. 1, followed.

Seemle, that such claims are not subject to attachment under the garnishee provisions of the English Judicature Act and Rules, as accruing debts.

In re Cowan's Trust, 14 Ch. D. 638, has been disapproved in *Webb v. Stenton*, 11 Q.B.D. 518.

J. J. Warren, for plaintiffs. *F. E. Hodgins*, and *W. N. Irwin*, for defendant.

Meredith, J.]

[Feb. 12.]

LANGLEY v. LAW SOCIETY OF UPPER CANADA.

Parties—Addition of—Separate causes of action—Joinder—Rules 185, 186, 187, 192—Third party notice—Indemnity.

The plaintiff sued to recover the amount of a book debt assigned to him. The defendants admitted nothing, and pleaded payment and set-off.

Held, that the plaintiff was properly allowed to add as a party defendant the assignor of the alleged debt, and to make a claim against him,