

LEGAL.

Mr. J. W. Siddall, architect of the St. Lawrence market improvements, Toronto, has entered an action for slander against alderman Sheppard, a member of the Board of Control of the City Council claiming \$10,000 damages.

BROWN VS. EAGER.—Judgment by the Court of Appeal at Toronto on appeal by defendant Eager from judgment of Falconbridge, J., in favor of plaintiff in action to recover from defendant Filion \$2,158.44 (and interest) alleged to have been advanced to him by plaintiffs in connection with a contract dated July 23, 1896, for the construction by Filion of four dams on the river "Otonabee, between Nassau and Lakefield, as part of the construction work of the Trent canal extension. The plaintiffs were the original contractors with the Government, and they alleged that defendant Eager was a partner in the contract with Filion by reason of subsequent agreement between Filion and him after Filion had failed to keep his contract, and so liable, and, if not a partner, that the money was advanced by plaintiff to Filion at Eager's request and for his use. The trial judge held that defendants were not partners, but that defendant Eager had made himself liable by his conduct, particularly by his letter of December 7, 1897, requesting plaintiffs to pay for provisions and supplies for Filion's camp and his telegrams of December 17, 1897, requesting them to advance the amount necessary to carry on the work and to pay back wages, if necessary. Held, that defendant Eager was liable to plaintiffs for such moneys as they, on the authority of his letter and telegram, may have properly advanced or paid to or for Filion in respect of the contract, but whether the moneys claimed in this action are payments and advances properly chargeable to Eager under such a letter and telegram must be dealt with by the Master upon the reference directed. Appeal dismissed with costs.

A CASE UNDER THE WORKMEN'S COMPENSATION FOR INJURIES ACT.—The following particulars are given in vol. 31, page 521, of the Ontario Law Reports for the current year, relating to a workman, who, while employed by contractors in the erection of a building, sustained injuries by falling a distance of 30 feet to the ground through the giving way of part of the scaffolding on which he was working. He claimed damages for negligence in the construction of the scaffolding. The scaffold on which he was standing consisted of a single plank, 16 feet long, one end of which rested on a trestle, and the other on a stay formed of a plank nailed to two upright posts forming part of the main building. The stay, as originally fastened to the posts, was perfectly secure, as the plank forming the stay was 2 inches thick and rested on its edge on a cleat securely fastened to the posts by spikes; the stay itself being also securely fastened to the posts by large spikes. The whole evidence showed that the stay, while in that condition, was capable of sustaining a great weight. The general superintendent of the contractors' works was explicit in giving directions to the workmen, from time to time, that the stays should be put up and secured as these stays were. The day before the accident, the stay in question was removed by two of the workmen, for their own convenience, while working a windlass, and raised about a foot above the cleats and nailed to the posts. This rendered the stay dangerous, because it was fastened at one end with two or three nails, and at the other end (upon which the plank forming the scaffold was placed) by only one nail. On the day of the accident the plaintiff (the carpenter) and a fellow workman, were directed by the foreman on this work to cut off the ends of two beams at the top of the third story, and the plank referred to was thrown across from the trestle to the stay, a distance of 12 feet. The carpenter and his companion mounted this plank, which was over an open hatchway, when the stay gave way, and the carpenter fell down through the hatchway and so received the injuries for which the action was brought. In answer to written questions put to them by the judge, the jury found:—(1) that the defendant (the contractors' foreman) did not direct the two workmen to remove the stay; (2) that replacing the stay caused it to be defective; (3) that the defect was not discovered through the neglect of the contractors' foreman; (4) that the foreman placed the plank across between the two beams to form the scaffold; (5) that the foreman, through his own negligence, was not aware that the stay was defective. The jury assessed the damages at \$500. The trial judge reserved judgment on these answers, and subsequently dismissed the action with costs. He held that the jury having found that the foreman did not direct the two workmen to remove the stay, there was no evidence to support the finding of the jury that the defect was not discovered through the

negligence of the foreman. The foreman, he said, had no reason to suppose that any charge had been made in the stay. On returning with their answers the jury were asked by the judge what was the negligence imputed to the foreman. They replied: 'The plank would be higher at one end than the other, and he could easily see facing that.' As to this the court makes the following comments: 'The foreman having a right to assume that the stay had not been tampered with by the workmen, and that it was in the condition of security in which it was placed under his directions, and when it was in the same condition up to 3 o'clock the previous day, there was nothing in the mere difference in the height of the two ends of the plank to indicate that there had been a change. The difference caused no comment on the part of the plaintiff who was present and saw the plank placed in position, and who mounted on it to commence work. If it could be held that there was negligence on the part of the foreman upon the facts disclosed here, it would cast a responsibility on employers never contemplated by the Act.' (1900, Ontario Reports, vol. 31, page 521.)

STANDING DRAWING BOARD.

The following description of a standing drawing board is contributed to the American Machinist by Mr. Baxter Alakson. He says that he is well pleased with it. The board is 6 ft. by 4 ft., and when standing at an angle of 30 degrees from a vertical plane the lower edge is 24 inches from the floor. The straight-edge is carried by two drums. These drums are keyed 5-16 in. shaft running the full length of the board. At midway of the shaft is another drum of the same diameter, which is wrapped in the opposite direction, and to which is attached the counterweight which balances the straightedge. The carrier cords are of braided linen, are simply laced to the straightedge. Each of the little holes shown at the ends of the straightedge has in it a brass bushing, rounded at the ends, to make the cord run through easily. At each end of the straightedge is a cleat $3\frac{1}{8}$ in. thick, lapping the ends of the board, to prevent any side movement.

METHOD OF DIFFUSING LIGHT.

As an experiment in trying to obtain a uniformly distributed light throughout the rooms of the new engineering building of the University of Wisconsin, the auditorium and drawing rooms will be lighted by electricity with the lamps so placed as to be invisible to persons in the rooms. They will be arranged around the sides of the rooms with opaque reflectors to project the light evenly over dead white ceilings. These ceilings will reflect the light throughout the rooms, thus furnishing a reflected light of uniform intensity everywhere in the rooms. Prof. J. B. Johnson, Dean of the College of Engineering, of the University of Wisconsin, says it is not known that this method of illumination is now in use anywhere in America, but the professors in the electrical department of the College of Engineering affirm that it can be readily done.

ON the morning of September 25th, the Works of the Caledonian Portland Cement Co. at Marlbank, Ont., were destroyed by fire, with the exception of the kiln house. Spontaneous combustion of coal gas is given as the cause. The fire appliances are said to have been very inadequate. The loss is placed at \$60,000. The capacity of the works was 500 barrels per day. The Managing Director, Mr. F. G. B. Allan of Deseronto, states that the works will be immediately rebuilt, and in a more substantial manner.

THE new Immigrant Station on Ellis Island, New York Harbor, has stone roofs, each serving as a balcony floor, designed by Messrs. Boring and Tilton, architects. These are of thick slate slabs, supported on steel beams, according to the Engineering Record. The slabs were selected sound and uniform in color, $1\frac{1}{2}$ inches thick, and dressed smooth on both sides. On each beam galvanized iron double gutters are fixed along each side of top flange, to catch any leakage at the joints, which are filled with slater's cement. The slabs are clamped to the top flanges of the beams by steel clips, having bolts set with plaster of Paris in holes drilled in the slate. These metal clips are $1\frac{1}{2}$ in. by $3/16$ in., and are 18 in. apart. The roof is pitched to the front edge, where it drains into a copper gutter on wrought iron brackets, with one side flashed up over the blocks which raise the slabs from top of the beams to clear the joint gutters.