

do so: *Edgerton v. Barlow*, 4 H.L.C. 1, 196; 32 Cyc. 1251, where the American cases are collected. . . .

[Reference to the Ashburton Treaty (1842), art. 7.]

It is not clearly apparent that this article of the Treaty applies to the channel between Detroit and Windsor; but, if it did apply, I do not think it could help the plaintiff, if his property was properly within the bailiwick of the Sheriff. The Treaty would not, I think, prevent the same being seized.

Since the argument, Mr. Wigle has referred me to a couple of cases in the United States Federal Court, *Re Wenibogo*, 205 U.S. 354, 362, and *Davis v. Cleveland*, 217 U.S. 157. I do not think these cases throw any light upon the present question. They have relation to the Inter-State Commerce Law, which provides for through routes, and exempts in certain cases cars from attachment.

Issue found in favour of the plaintiff, with costs of the order directing the issue and incident thereto, the extra costs occasioned by the postponement of the sale, and the costs of the trial of the issue and judgment.

WARD V. CANADIAN NORTHERN R.W. Co.—FALCONBRIDGE,
C.J.K.B.—DEC. 10.

Railway—Injury to Servant in Yard—Defective System—Negligence—Evidence—Finding of Jury.]—Action for damages for injuries sustained by the plaintiff, a servant of the defendants, in a railway yard, by reason of the negligence of the defendants. The plaintiff alleged negligence at common law, and the jury found that there was a defective system, and assessed the plaintiff's damages at \$2,500. A motion was made for a nonsuit. The Chief Justice holds that there was evidence to go to the jury, and that he could not properly have given effect to the motion for a nonsuit. He has nothing to say regarding the alleged disqualification of one of the jurors. Should the defendants' counsel treat the matter seriously, he must make his plea thereanent in another place. Judgment for the plaintiff for \$2,500 and costs. A. G. MacKay, K.C., for the plaintiff. A. J. Reid and R. H. M. Temple, for the defendants.

VACHON V. CROWN RESERVE MINING Co.—MASTER IN CHAMBERS.
—DEC. 12.

Parties—Joinder of Defendants—Separate Causes of Action—Tort—Breach of Contract—Pleading.]—Motion by the de-