

The appeal was heard by MEREDITH, C.J.O., MACLAREN and HODGINS, J.J.A., and CLUTE, J.

J. A. Scellen, for the appellant.

A. B. McBride, for the plaintiff, respondent.

The judgment of the Court was delivered by MEREDITH, C.J.O., at the close of the argument, holding, upon the evidence, that the engagement was broken off by the defendant for good cause; that the plaintiff was not entitled to recover the ring or other articles which were personal gifts to the defendant; but the plaintiff was entitled to have articles or money lent and articles purchased for the house that the plaintiff and defendant contemplated having when they were married.

Reference was made to Halsbury's Laws of England, vol. 15, para. 835; *Robinson v. Cumming* (1742), 2 Atk. 409; and *Ryan v. Whelan* (1901), 21 C.L.T. Occ. N. 406.

The judgment below was varied by confining the plaintiff's recovery to the candelabra, watch, watch-fob, and gold piece, and by providing that there should be no costs of the action to either party. No costs of the appeal were allowed to either party.

NOVEMBER 13TH, 1914.

*GREER v. CANADIAN PACIFIC R.W. CO.

Railway—Burning Worn-out Ties on Right of Way—Damage by Spread of Fire—Negligence—Common Law Liability—Statutory Time-limit on Action—“Injury Sustained by Reason of the Construction or Operation of the Railway”—Railway Act, R.S.C. 1906, ch. 37, sec. 306—Duty Imposed by sec. 297.

Appeal by the plaintiff from the judgment of MIDDLETON, J., 31 O.L.R. 419, 6 O.W.N. 438.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and HODGINS, J.J.A.

W. Laidlaw, K.C., for the appellant.

Shirley Denison, K.C., for the defendants, respondents.

*To be reported in the Ontario Law Reports.