The rules governing the conduct of engine drivers provided that when in doubt as to the meaning of a signal they must stop and ascertain the cause, also that a signal improperly displayed must be regarded as a danger signal, and that in all cases of doubt or uncertainty they were to take the safe course and run no risks. There were also special instructions on the employees' time table, that if an interlocker was out of order, trains were to be flagged through by the signal men.

Held, that the plaintiff was properly non-suited in that her husband could not have maintained an action on account of his negligence, if he had survived, because he had disobeyed his orders as contained in the rules, and had proceeded with his train in spite of the condition of the Home signal. He could not properly regard the main line signal as a safety signal, because the adding signal as displayed was inconsistent with it.

Lynch-Staunton, K.C., for plaintiff. *W. Cassels*, K.C., and *W. Nesbitt*, K.C., for defendants.

From Britton, J.] WILSON *v.* HOWE. [Jan. 26.

Limitation of actions—Claim against estate of deceased person—Corroboration—Special agreement—Running account—Terms of credit—Demand—Fraud upon creditors—Pleading.

The plaintiff claimed from the executors of his father-in-law payment of a running account for work done and goods supplied to the testator from 1888 till his death in 1895. No demand for payment was ever made upon the deceased, nor was any account rendered until one was sent in to the defendants on May 16, 1895. This action was begun on May 4th, 1901. The plaintiff and his wife gave evidence of an agreement with the deceased that the plaintiff should keep the account separate from his other accounts, that he should try, if possible, to get on without the money and to leave it in the hands of the deceased, who said he would save it for the plaintiff, and put it in a house for him or his wife. The plaintiff did keep the account in separate books, which were produced, as also the general books. A witness said that the deceased told him about a year and a half before his death that he had requested the plaintiff to keep the account between them in a little book at home, not in the regular day book, so that, if anything happened, the account would not go in to the wholesale men, and that he intended to buy a house for the plaintiff's wife. Similar evidence, although less distinctly, was given by another witness.

Held, 1. There was sufficient corroboration of the plaintiff's statement.

2. The plaintiff was not obliged to prove a definite term for which credit was given; the agreement was in effect one that the testator was to