

C. P.]

NOTES OF CASES.

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jected to must be specified. In this case, however, no such objection appeared to have been taken at the trial.

The defendant was called as a witness, and gave evidence as to the value of the property, and the learned judge, in charging the jury, told them, in referring thereto, that the owner of property was generally the best judge of its value.

Held, no misdirection.

The defendant had deeded certain property to his wife, but of which he claimed to be in reality the owner, and to have always had possession, and to have been assessed therefor, and in receipt of the rents and profits, and that it had only been granted to the wife for a purpose; but there was no declaration of trust in favour of the husband.

Semle, that the defendant could not qualify thereon.

It was objected that certain other property on which the defendant qualified was owned by defendant and his son, but held under the circumstances as set out in the case that the objection was not tenable.

Bigelow for the plaintiff.

A. G. M. Sprague for the defendant.

HALDAN V. GREAT WESTERN RAILWAY COMPANY.

Railway—Accident—Negligence—Nonsuit.

The plaintiff, who was late for a train, attempted to get on to it as it was moving out of the station, and for such purpose was running along the platform by the side of the train, holding on to the iron railing of one of the cars, and after he had gone a certain distance, and as he was attempting to jump on to the car, he struck against a baggage truck which was on the platform, and was thrown under the train, and received an injury to his leg which rendered amputation necessary. In an action by plaintiff against defendants for the damages he had sustained.

Held, on the evidence more fully set out on the case, that the defendants were not liable.

Donovan for the plaintiff.

McMichael, Q. C., for the defendants.

MCCALL V. HIGGINS.

Temporary bridge over highway—Sufficiency of—Misdirection.

The defendants were contractors with the Dominion Government for the performance of certain work on the Welland Canal, a Government work. In the execution of the contract it became necessary to cut away the public road, and the contract provided that before such public road was cut away, or in any way disturbed, the contractors must provide another and satisfactory means for public travel, and defendants were to be held liable for performing everything connected with the crossing in such a condition that it could safely be used. The defendants erected a bridge over the road so cut away, but, as the plaintiff contended, not sufficient for the purpose, in consequence of which, the plaintiff was injured. The learned judge, at the trial, told the jury that the defendants were only bound to provide a temporary structure of the like nature which a municipality would be warranted in putting up while a permanent bridge, which had been carried away, was being put up and rebuilt.

Held, that there was misdirection, and a new trial must be granted; that the jury should have been told that, although such temporary bridge need not be constructed with the same care and finish as a permanent bridge, yet equally therewith it must answer its intended purpose, and, if substituted for a highway, must be constructed and maintained so as to be a safe and strong roadway for the public travel, and the jury must be asked whether at the time of the accident it was of that character.

J. A. Miller for the plaintiff.

Bethune, Q. C., for the defendant.

GIBBS V. DOMINION BANK.

Warehouse receipt—continuing security—Term—Money had and received.

The defendants advanced \$2,250 on the security of a warehouse receipt for grain purchased by a firm of grain buyers, F. & McL., who were in reality purchasing for the plaintiffs, though, so far as appeared, on their own behalf. F. & McL. subsequently paid \$1,920, which they received from