

so to lift a stone which had by the foreman's orders been prepared in a particular way for lifting with "dogs," directed the plaintiff to assist in lifting the stone with the "dogs," instead of having it wrapped in chains as would have been proper, and the stone fell and injured the plaintiff:—

Held, that A. was a person in the service of the employer to whose orders the plaintiff "was bound to conform and did conform" within the meaning of 55 Vict. ch. 30, sec. 3 (O.), sub-sec. 3. [Reversed on Appeal, 23 A. R. 238.] *Garland v. Corporation of City of Toronto*, 154.

2. *General Hiring—Hiring for a Year—Question of Fact—Corporations—Implied Contract of Company.*—The plaintiff having been for many years superintendent of a factory at a salary, was still under engagement for the current year when the factory and business were purchased by a joint stock company, the employment of the plaintiff continuing without further express agreement until after the expiration of the year, when he was dismissed on refusing to submit to a reduction of salary:—

Held, that whether the plaintiff's hiring at the time of his dismissal, was for a year or not, and whether it was terminable by written notice or not, both of which were questions of fact and not of law, no reasonable notice had been given in this case, and he was entitled to damages.

A general hiring is not necessarily to be considered a hiring for a year.

The increase in the extent, importance, and variety of corporate dealings which has taken place in modern times has modified the law as to contracts of trading corporations, so as to correspondingly

increase their liability on implied contracts.

Finlay v. The Bristol and Exeter R. W. Co., 7 Exch. 409, considered. *Bain v. Anderson*, 369.

MECHANICS' LIEN.

Prior Mortgage—Increased Value—Rights by Lien-holder—Destruction by Fire—Ascertainment of Increased Value.—See LIEN, 2.

Repairs by Lessee—Deduction from Rent—Interest of Lessor—"Owner"—Scenic Artist—R. S. O. ch. 126, sec. 2, sub-sec. 3, sec. 6 (1).—See LIEN, 1.

MEDICAL PRACTITIONER.

Practising Medicine—Ontario Medical Act, R. S. O. ch. 148, sec. 45.—The defendant was convicted under the Ontario Medical Act, R. S. O. ch. 148, sec. 45, for practising medicine for hire. The evidence shewed that when the complainant went to the defendant he told him his symptoms; that he did not know what was the matter with himself; that he left it to the defendant to choose the medicine, after learning the symptoms; and that, upon the advice of the defendant, he took his medicine, went under a course of treatment extending over some months, and paid the price agreed upon:—

Held, that there was evidence to support the conviction.

Regina v. Coulson, 24 O. R. 246, distinguished.

Regina v. Howarth, ib. 561, followed. *Regina v. Coulson*, 59.