of no small difficulty. It may, however, be said that the authorities go to the length of the proposition that those only are to be considered as fellow-servants who are employed by the same master and engaged in a common employment: Warburton *v.* Great Western Railway Company, L. Rep. 2 Ex., 30; Vose *v.* Lancashire and Yorkshire Railway Company, 2 H. & N., 728.

But workmen employed by a contractor and workmen employed by a person or company who has employed such contractor, are considered as being in the same common employment and fellow-servants: Murphy *v.* Caralli, 8 Ad. & E., 109; Murray *v.* Currie, L. Rep. 6 C. P., 24; see per Cockburn, C. J., in Woodley *v.* The Metropolitan Railway Company, 36 L. T. Rep. N. S., 419.

The following instances were given in a Scotch case of the absence of such common employment:

1. A dairymaid in bringing milk home from the farm is carelessly driven over by the coachman.

2. A painter or slater is engaged at his work on the top of a high ladder placed against the side of a country house, and is injured by the carelessness of the gardener, who wheels his barrow against the ladder and upsets it.

3. A clerk in a shipping company's office sent on board a ship belonging to the company, with a message to the captain, meets with an injury by falling through a hatchway which the mate has carelessly left unfastened.

4. A plowman at work on land held by a railway company, and adjacent to a railway, is, while in the employment of the company, killed by an engine, which through the default of the engine driver, leaps from the line of rails into the field: McNorton *v.* Caledonian Railway Company, 28 L. T. Rep. N. S., 376.

The following have been held to be fellow-servants, the workmen injured, and the workmen through whose negligence the injury happened, being in the employ of the same master:

1. A laborer travelling by a train by which it was his duty to travel, and the guard through whose negligence the laborer was injured: Tunney *v.* The Midland Railway Company, L. Rep. 1 C. P. 291.

2. The driver and guard of a stage coach; the steerman and rowers of a boat; the men who draw the red hot iron from the forge and those who hammer it into shape; the engineman and the switcher; the man who lets the miners down and winds them up, and the miners: Suggested in Barton's Hill Coal Company *v.* Reid, 3 Macq. H. of L. Cas. 266.

3. A scaffolder and the general manager of the common employer: Gallagher *v.* Piper, 16 C. B. N. S., 669; 33 L. T. Rep. C. P. 329.

4. A carpenter employed for the general purposes of the company and the porters: Morgan *v.* Vale of Neath Railway Company, L. Rep. 1 Q. B., 149; affirmed 33 L. T. Rep. Q. B., 260.

5. The guard of a train and plate layers: Waller *v.* The Southeastern Railway Company, 32 L. J., 205, Ex.; 8 L. T., Rep. N. S., 325.

6. A laborer employed to do ballasting and a plate layer: Lovegrove *v.* The London, Brighton and South Coast Railway Company, 33 L. J., 329, C. P.; 16 C. B. N. S., 669.

By the application of the principle that a workman accepts an employment with the risks incidental to it, and the gradual modification of the rule that fellow servants are such as have a common master, the power of a workman or servant to obtain compensation for injuries received by him, is considerably narrowed: See (8) *supra*, and Woodley *v.* The Metropolitan Railway Company (*sup.*), per Cockburn, C. J.

REPORTS AND NOTES OF CASES.

SUPERIOR COURT.

Montreal, March 29, 1878.

TORRANCE, J.

MACKAY v. ROUTH et al.; and THE BANK of MONTREAL et al., Garnishees.

Concurrent Garnishment.

The existence of a previous *saisie-arrêt* in the hands of the defendants as garnishees does not prevent the plaintiff, (defendant in previous suit,) from seizing moneys due to defendants in the hands of other garnishees.

The plaintiff having obtained judgment against the defendants for $4,168.09, issued an attachment after judgment in the hands of divers garnishees. The defendants contested the attachment, alleging that before it issued they had been summoned as garnishees to declare what they owed to the now plaintiff, in a suit wherein he was defendant; that