was cast upon the county and the city by the Municipal Act cited. He continues in these words: "The River Rideau—that is the whole river—without regard to the accident that Cummings island is in it and notwithstanding that fact—forms in our opinion a boundary line between the county of Carleton and the city of Ottawa within the meaning of that section" p. 284. He refers to sec. 495 of the Revision of 1877 which is sec. 452 of the Revision of 1914. See also *Harrold* v. *Simcoe,* 18 U. C. C. P. 9.

I hold, therefore, that the obligation to build and maintain Billings bridge in its entirety across the River Rideau rests on the corporation of the city of Ottawa and the corporation of the county of Carleton.

It is a joint undertaking, but it is not my duty on this application to deal with questions as to the character of the work or the proportion of the expense to be borne by each; in regard to which the differing lengths of the bridge on each side of the mid-stream line may be a material factor.

The notice of motion does not ask for costs and the question was not mentioned, and I therefore say nothing about them.

HON. MR. JUSTICE KELLY. JUNE 22ND, 1914.

McINTYRE v. GRAND TRUNK RW. CO.

6 O. W. N. 618.

Master and Servant—Injury to Servant—Railway Brakesman—Negligence—Liability—Finding of Jury—Evidence.

A brakesman in the course of his duty was thrown from a train by reason of accidental contact with a poker in the hands of the fireman.

HON. MR. JUSTICE KELLY *held*, that a finding of negligence by the jury on the part of the fireman was not sufficient to support an action for damages at common law; that a servant who has been injured by the negligence of a fellow-servant cannot recover damages at common law from the master, unless a breach of duty be shewn on the part of the master to select fit and competent servants.

Action by a brakesman employed by the defendants to recover damages for injuries sustained by him by reason of the negligence of the defendants, as he alleged.

T. G. Meredith, K.C., and R. G. Fisher, for plaintiff.

D. L. McCarthy, K.C., and W. E. Foster, for defendants.