involved on the appeal was as to the proper construction of R.S.C. 1906, c. 37, s. 298, which says that when damage is caused to "crops, lands, fences, plantations, or buildings and their contents," by a fire started from a railway locomotive, the company making use of such locomotive, whether guilty of negligence or not, shall be liable for such damage. On March, 1908, a quantity of hay or marsh grass, as it is called, belonging to the plaintiff, was destroyed by fire which escaped from a locomotive then being used by the defendants in an adjoining yard. The hay was grown on lands at some distance from the line of railway, and far enough away to have made it impossible that fire from a locomotive engine could have directly reached it there. The plaintiff had sold the hay, and had, for shipping purposes, teamed and placed it alongside the defendants' railway track, where, in the ordinary course of business, the defendants' locomotive engine was shunting when the fire occurred. Negligence was not alleged.

The Divisional Court agreed with the conclusion arrived at by TEETZEL, J., who construed the statute as applicable to "crops" wherever grown, if consumed by fire from a locomotive engine.

*Held*, that the language of the statute did not intend to cast upon the railway the burden of being insurers against fire of crops, no matter where grown, which the owner for his convenience chose to place upon anybody's land within the danger zone. The section only means to protect a husbandman in the use and cultivation of his lands lying along the route of the railway from the inevitable danger to his "crops," etc., from escaping sparks. It was not the intention to cover all property but only the property expressly enumerated of all which (unless it be "crops") has the quality of fixity or attachment to the land along the route of the railway. "Crops" mean crops grown and growing upon lands upon and along the route of the railway and actually situated upon such lands when destroyed.

*A. B. Carscallen* for plaintiff. *D. L. McCarthy*, K.C., and *W. E. Gundy*, for defendants.

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Full Court.] THOMPSON *v.* SKILL. [April 10.

*Vendor and purchaser — Contract for sale of land — Seal — Intention.*

This was a consideration of an option to purchase which it was contended was not accepted or complied with and thereupon