

Held, that having a platform at the station, the defendants were bound to bring the passenger cars up to it to permit the plaintiff to step down on it in alighting, or to provide some other safe means for passengers to alight.

There was evidence that the company's rule was that, after discharging what had to be put out of the baggage car, the train should be pulled up and stopped again when the passenger cars reached the platform. This rule was not usually complied with, and the plaintiff was not told of the rule, or asked to wait. The conductor's act was an invitation to get off when she did; and, not knowing that there was a platform at the station, she naturally supposed that her only way of alighting was to act on that invitation. *Robson v. N.E. Ry. Co.* 2 Q.B.D. 85, followed. *Lortie v. Quebec Central Railway Co.*, 22 S.C.R. 336, and *Currie v. C.P.R.* 17 O.R. 65, distinguished.

Held, 1. Plaintiff was not bound to disclose her pregnancy to the conductor, so that he might know that special care was necessary in aiding her to alight. *McGuiney v. C.P.R.*, 7 M.R. 151, distinguished on the ground that it was a weak and diseased limb the plaintiff in that case had, and on other grounds.

2. That the illness and first miscarriage and subsequent weakness suffered by the plaintiff had been directly caused by her being obliged to jump down as she did, and that she was entitled to recover damages therefor, but that the defendants were not responsible for the second miscarriage or the weakness that followed it.

Verdict for \$200 damages, with certificate for King's Bench costs, and to prevent set-off of costs.

Dubuc, for plaintiffs. *Laird*, for defendants.

Province of British Columbia.

SUPREME COURT.

Full Court]

GUILBAULT v. BROTHIER.

[April 29.

Action involving indecent matter—Striking out—Objectionable causes of action—Form of judgment—Dismissal of action—Res judicata—Practice.

On the trial of an action containing three different causes of action, one of which was an action for moneys had and received, another for damages for assault and false imprisonment, and a third for damages for procuring the plaintiff to enter a house of prostitution, the Judge, after reading the plaintiff's examination for discovery, came to the conclusion that the evidence disclosed an illegal contract under which the defendants were to receive a part of the moneys obtained by plaintiff while engaged in