

Held, HAGARTY, C.J.O., dissenting, that without any election or declaration of forfeiture on the part of the company the contract came to an end upon non-payment of the first note, and was not kept alive by the currency of the other note.

McGeachie v. North American Life Assurance Co., 20 A.R. 187, and *Manufacturers' Life Insurance Co. v. Gordon*, 20 A.R. 309, applied.

Judgment of STREET, J., reversed.

Aylesworth, Q.C., and *E. F. Brown* for the appellants.

Brewster for the respondent.

HIGH COURT OF JUSTICE.

Queen's Bench Division.

Div'l Court.]

POLL *v.* HEWITT.

[June 10.

Master and servant—Accident—Negligence—Defect in machine—Volenti non fit injuria.

In an action by a servant against a master to recover damages for injuries sustained by the plaintiff owing to an accident which occurred by reason of a defect in the machine which he was working, it appeared that the plaintiff knew of the defect and of the likelihood of an accident, and that he worked and continued to work the machine without help from any other person, and without any complaint.

Held, that the plaintiff was *volens*, and could not recover at common law.

McCarthy, Q.C., for the plaintiff.

A. S. Ball for the defendant.

Chancery Division.

Div'l Court.]

SOUTHWICK *v.* HARE.

[June 28.

Contempt of court—Motion for attachment—Court or Chambers.

Decision of MEREDITH, J., *ante* p. 310, affirmed on appeal.

Although it cannot be said that a Judge in Chambers would in no circumstances have jurisdiction to make an order for attachment in such a case, the proper practice is to move in court.

R. B. Beaumont for the plaintiff.

Masten for McGuire.

Div'l Court.]

THOMPSON *v.* FOWLER.

[May 10.

Contract of hiring of tug—Terms of—No demise.

J.F. hired a tug from R.T. by a contract in these words: "I agree to charter tug J.K.W. (R.T., owner) to tow two barges from B. to D., for which I agree to pay . . . owner, to supply engineer and captain. (Sd.) J.F."