

RECENT ENGLISH DECISIONS.

MASTER AND SERVANT—EMPLOYERS' LIABILITY ACT, 1880
(49 VICT., C. 28, ONT.)—MEANING OF "WORKS."

In *How v. Finch*, 17 Q. B. D. 187, Mathew and A. L. Smith, JJ., decided that the term "works" used in *The Employers' Liability Act*, s. 1. (see 49 Vict., c. 28, s. 3, O.) includes only completed works, and not works in course of erection, which when completed are intended to form part of the premises used by the employer.

MARINE INSURANCE—BURSTING OF ENGINE.

In *Hamilton v. Thames M. I. Co.*, 17 Q. B. D. 195, the question was whether damage occasioned by the bursting of the air chamber of an engine was covered by an insurance against "all the perils, losses and misfortunes that have or shall come to the hurt, detriment, or damage of the aforesaid subject matter of insurance or any part thereof." The engine was employed in the ordinary course of navigation to pump water into the boilers; but in consequence of a valve, which should have been open, being either by negligence or accident closed, the water was forced into the air chamber of the engine, which was split open. On the authority of *West India Telegraph Co. v. Home and Colonial Insurance Co.*, 6 Q. B. D., 51, Mathew and A. L. Smith, JJ., held that the plaintiffs were entitled to recover, and this decision was affirmed in the Court of Appeal by Lindley, and Lopes, LL.J., Lord Esher dissenting. It may, perhaps, be useful to quote from the concluding words of the judgment of the majority of the Court of Appeal the following passage:

We do not think that the general words include all losses that may happen during a voyage by accident; but we think the general words cover all losses incident to the navigation of a vessel during the voyage, inclusive of losses arising from negligence or improper management, because these are *ejusdem generis* with perils of the sea.

RAILWAY COMPANY'S PASSENGER'S LUGGAGE—DELIVERY
TO PORTER.

Fifteen pages of the reports are occupied by the case of *Bunch v. The G. W. R'y Co.*, 17 Q. B. D., 215, which was brought to compel the defendants to make good the loss of a "Gladstone" bag, which the plaintiff had left for ten minutes in charge of the defendants' porter while she went to get her ticket and meet her husband. The Court of Appeal held

the defendants liable; but Lopes, LL.J., dissented, because the bag in question was to have been put in the carriage with the plaintiff instead of in the luggage van, and he considered it was not the porter's duty to take charge of luggage except for the time reasonably necessary for placing it in the luggage van.

FRAUDULENT CONVEYANCE—13 ELIZ., C. 5—VOLUNTARY
SETTLEMENT FOR WIFE AND CHILD.

Ex parte Mercer, 17 Q. B. D. 290, is a decision of the Court of Appeal affirming a judgment of Cave and Grantham, JJ. The case arose in bankruptcy; but the point involved is one of general interest. A man was married in Hong Kong on 31st May, 1881. In the following August an action was commenced against him by a lady in England for breach of promise of marriage, in which the writ was served on him in Hong Kong on 8th October following. At the time of his marriage he was entitled to a legacy of £500, which had become vested in possession by the death of his mother on May 11, 1881; but he was ignorant of her death until October, 1881, and on the 17th of that month, having learned of her death and that he was entitled to the legacy, he immediately executed a voluntary settlement of the fund, whereby he assigned it to a trustee to pay the income, during the joint lives of himself and wife, to the wife for her separate use, and after the death of either of them to pay the income to the survivor for life, and on the death of the survivor to hold the fund for the children of the marriage, and in default of children for the husband absolutely. On 20th July, 1882, judgment was recovered against the settlor in the action for breach of promise for £500 damages, and costs; and on 14th November, 1884, he was adjudicated a bankrupt, and the trustee in bankruptcy claimed to have the voluntary settlement declared void under the Statute of Elizabeth. The settlor swore that the settlement was *bona fide* for the purpose of making a provision for his family, and that he had no creditors, and that he had regarded the service of the writ as a mere threat, and fully expected the action would not have been prosecuted. The court came to the conclusion that there was no evidence of any fraudulent intent to defeat creditors, and the voluntary settlement was therefore upheld.