

Insurance (unemployment)—Charwoman engaged in cleaning solicitor's office—Employed in any trade or business.

In *re Wilkinson*, 1922, 1 K.B. 584. Roche J. This was a reference under the Unemployment Insurance Act 1920. While there is no corresponding Act in Canada, this case is of some interest to the legal profession, in that Roche, J. stated that in his view a solicitor's practice, at any rate in London, is a pursuit upon lines sufficiently commercial to bring it within the term "business," as distinguished from an occupation such as that of a school master which is not organized and conducted upon commercial lines. He further held that a charwoman who cleans a solicitor's office is not employed in his business. Counsel agreed that the laundress who performs the like service for a member of the Bar was not employed in the carrying on of the profession of a barrister.

Apprentice — Dismissal of apprentice by master — Misconduct of apprentice—Repudiation of agreement.

Waterman v. Fryer, 1922, 1 K.B. 499. This was an appeal from the Portsmouth County Court. The plaintiff was an infant who put himself apprentice to the defendant for five years. The defendant undertook to instruct him in the trade of motor and cycle engineer, and he undertook to faithfully serve the defendant. In the action the plaintiff claimed damages for breach of the agreement to teach, and for wrongful dismissal. The County Court Judge had held that the plaintiff so misconducted himself that his misconduct amounted to a repudiation of the agreement. The Divisional Court which heard the appeal after applying the rule that an infant cannot assent to a revocation of a contract unless such revocation is for his own benefit referred the case back to the trial Judge for a finding as to whether repudiation of the contract by the infant would or would not be for his benefit.