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 REPORTS AND NOTES OF CASES.
 

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 Province of Ontario.
 

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 COURT OF APPEAL.
 

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From Street, J.]      MOORE v. THE J. D. MOORE CO.      [April 11.

*Workmen's Compensation for Injuries Act—Master and servant—Injury to servant—Negligence—Dangerous machinery—Want of guard—Factories Act, R.S.O. 1897, c. 206, s. 20—Liability.*

The plaintiff, a boy between fourteen and fifteen years of age, was employed by the defendants in cleaning up around a machine—called a dove-tailing machine consisting of rapidly revolving knives—carrying pieces of board therefor, and on one occasion he had cleaned it. He had carried some boards and laid them down by the machine and was going for another load when he was directed by the operator to straighten them out. On his proceeding to do so, and, not observing that the machine was in motion, he put out his hand to remove some dust on it when his arm was caught in the machine and cut off. The machine was of a very dangerous character, and the knives, when revolving, had the appearance of a solid stationary cylinder. There was no guard or protection around it, and no one at the time had actual charge of it, the operator having left it and was standing some fifteen feet away looking out of a window. The jury found that the cause of the accident was the negligence of the defendants in not having the machinery properly guarded, and the inattention of the operator, and they negatived contributory negligence on the part of the plaintiff.

*Held*, that the defendants were liable. Judgment of STREET, J., at the trial reversed.

*Idington*, K.C., and *J. S. Robertson*, for plaintiff. *Mabee*, K.C., and *Harding*, for defendants.

From Boyd, C.]      [April 11.

FOWLEY v. OCEAN ACCIDENT AND GUARANTEE CORPORATION.

*Insurance—Accident—Proofs of loss—Sufficiency of—Waiver—Death by accident—Finding of jury—Vagueness of.*

Proofs of loss were furnished within the time limited by an accident policy without any objection being then taken to their sufficiency, or further proofs asked for, the refusal to pay being based on the contention that the circumstances surrounding the death of the insured brought it within a clause of the policy providing against liability where the death was by