

WORKMAN'S COMPENSATION FOR INJURY—NOTICE OF ACCIDENT—
OMISSION TO GIVE NOTICE—WORKMEN'S COMPENSATION ACT,
1906 (6 EDW.7 c. 58), s. 2 (1a)—(R.S.O. c. 146, s. 13 (5)).

Miller v. Richardson (1915) 3 K.B. 76. In this case the plaintiff met with an accident on June 26, 1914, which resulted in the loss of an eye. No notice of the accident was given to the employer until July 6. There was no evidence adduced on which the Judge could find that the employer was not prejudiced in his defence by the want of notice, and he, therefore, dismissed the case. On appeal the Court of Appeal (Lord Cozens-Hardy, M.R., and Pickford and Warrington, L.JJ.) held that, in the absence of an express finding, that the employer had not been prejudiced, the want of a notice was a bar, and the appeal of the workman was dismissed.

ARBITRATION—STAYING ACTION—ARBITRATION CLAUSE IN CONTRACT—ACTION FOR FRAUDULENTLY INDUCING PLAINTIFF TO ENTER INTO CONTRACT—ARBITRATION ACT, 1889 (52-53 VICT. c. 49), s. 4—(R.S.O. c. 65, s. 8).

Monro v. Bognor (1915) 3 K.B. 167. This was an action for fraudulently inducing the plaintiff to enter into a contract. The contract contained an arbitration clause, and the defendants applied to stay the action under the Arbitration Act, 1889, s. 4 (see R.S.O. c. 65, s. 8). Coleridge, J., granted the application; but the Court of Appeal (Pickford and Bankes, L.JJ.) reversed his order, on the ground that the Act did not apply. The contract itself being in dispute, it was not within the scope of the submission.

SHIP—SEAMAN—WAGES—DETENTION OF VESSEL BY ENEMY—IMPRISONMENT OF CREW—LOSS OF SHIP—MERCHANT SHIPPING ACT, 1894 (57-58 VICT. c. 60), s. 158.

Beal v. Horlock (1915) 3 K.B. 203. This was an action by the wife of a British seaman for the allotment of wages. The seaman was one of the crew of a British vessel which was in a German port when war commenced, and which had been ever since detained by the enemy, and the crew imprisoned. The action was tried by Rowlatt, J., who, in these circumstances, held that the service of the seaman was not terminated by "loss of the ship," within s. 158 of the Merchant Shipping Act, 1894, and that, therefore, he continued to be entitled to wages.