

NEGLIGENCE—MASTER AND SERVANT—DEFECTIVE PREMISES—
CONCEALED DANGER—INJURY TO SERVANT.

Cole v. De Trafford (No. 2) (1918) 1 K.B. 352. This was an action by a servant against his mistress to recover damages for alleged negligence. The plaintiff was a chauffeur, and the garage of the defendant had a folding door in the upper part of which was a glass window 8 feet from the ground. The glass was originally secured by a wooden beading and putty. Some of the beading had got displaced and a nail had been used to keep the glass in place. The plaintiff was opening the door to take out the plaintiff's motor when the glass fell out on his hand and severely injured it. The plaintiff, who had been employed 13 days, had not noticed the defect though he had cleaned the window with a hose; but from the evidence of a surveyor it appeared that, judging from the state of the putty, the defect must have existed for some months. The jury found that the plaintiff was guilty of negligence in not having the defect remedied, but the County Court Judge who tried the action held that there was no evidence to warrant that finding. On an appeal to a Divisional Court (Lawrence and Shearman, JJ.) the court, although agreeing that the owner of a garage owes a duty to his chauffeur to take reasonable care to maintain the premises in a condition free from any concealed danger, were divided in opinion as to the effect of the evidence in the case, Lawrence, J., agreeing with the County Court Judge that there was no evidence to support a finding of negligence, and Shearman, J., thinking that there was.

PRACTICE—AGREEMENT TO REFER—STAY OF PROCEEDINGS—STEP
IN PROCEEDINGS—ORDER FOR MUTUAL DISCOVERY—KNOW-
LEDGE OF AGREEMENT TO REFER—ARBITRATION ACT 1889
(52-53 VICT. c. 49) s. 4—(R.S.O. c. 65, s. 8).

Parker v. Turpin (1918) 1 K.B. 358. This was an application to stay proceedings in an action on the ground that the parties had agreed to refer the matter in dispute to arbitration, and the question was whether or not the defendant had taken a step in the action. The plaintiffs took out a summons for discovery and the defendant also asked for discovery, and an order was thereupon made for mutual discovery. The defendant was previously unaware that the agreement sued on contained an agreement to refer, and on becoming aware of it, he moved to stay proceedings. The County Court Judge who heard the motion thought that the case was governed by *Ives v. Willans* (1894) 2 Ch. 478, where a demand for a statement of claim was held not to be a step in the