

9 Q.B.D. 357. But the English Act also contains no saving clause like s. 10 of the Ontario Act. Under the latter Act it is left to the trial Judge to decide whether, under the circumstances, the agreement impeached comes within the intended prohibition, and the fact that this provision is made shews that the Legislature anticipated the making of improvident agreements and intended to make provision against them. Mr. Holmsted, at p. 93 of his work on the Ontario Workmen's Compensation Act, says: "There is no corresponding section in the English Act. But for this section, there was no bar whatever to a workman contracting himself out of the Act," and he cites the *Griffiths case* as an authority for his statement. Ruegg, in his *Employers Liability Act*, 4th ed., pp. 56-9, says: "Whenever, as an answer to an action under the *Employers Liability Act*, a contract waiving the operation of the Act is set up, it must be carefully looked at to ascertain not only whether it was assented to by the workman, but whether it was founded upon a valuable consideration."

On the particular facts of the *Dudley case* as reported, the question as to whether there was really any contract at all to waive the benefits of the Act appears to some extent to have been lost sight of in the larger question of the legality of such a contract. See also Elliott on Railways, s. 1384. And the oft quoted words of Lord Halsbury in *Quinn v. Leatham* may here bear repetition: "Every judgment must be read as applicable to the particular facts proved or assumed to be proved," and "a case is only an authority for what it actually decides."

HAMILTON.

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