

Legal Decision.

DEFECTIVE MACHINERY CAUSES INJURY TO WORKMAN.

The case of *Bettes vs. the Quaker Oats Company* was recently decided in the Ontario courts. This was an action for negligence and under the Workmen's Compensation Act. Plaintiff was an employee of defendants, and had been such for some time prior to 5th October, 1911, when he met with the injury complained of. The result of this injury was the plaintiff's inability to work, as he says, from 5th October, 1911, to early in March, 1912, and the more serious injury, the loss of the index finger of his left hand with consequent loss of power and inconvenience. Plaintiff earned \$9 per week during his employment with defendants. Nothing was shown as to his earnings prior to that time.

The plaintiff was engaged in running a barrel machine or "trusser," used in shaping and completing barrels and forcing tight the hoops on them. A barrel was placed on end on a stand. The operator touched a lever setting machinery in motion (driven by electric power) which brought down with great force an iron disc ring on the top of the barrel, the staves just fitting on its interior, thus driving down tight the hoops on the barrel. It was then released, the barrel turned with the other end up and the operation repeated. A hammer was used to straighten the ends of the staves in case they were uneven or irregular.

On the occasion in question the machine had come down and up again. *Bettes*, the operator, with hammer in his right hand, put his left hand to draw the barrel away when the machine came down again on the barrel, catching his hand, crushing it, and causing the injuries sustained and complained of.

The plaintiff based his claim on two grounds:

1. By reason of the orders of the foreman, *Kingdom*, given specifically, to which he was bound to conform, and did conform, and by reason of such conformity the injury resulted.

2. By reason of defective plant and machinery.

As to the first ground, *Kingdom* gave the plaintiff charge of the machine in question, showing him its working, and instructing him in its management. He told him to work the lever with his left hand and change and remove the barrel with the same left hand, holding the hammer in his right, the reason given that by so doing he would save time. Plaintiff did as he was directed all the time that he was there and it is stated such was the method pursued by previous operators. Plaintiff followed the foreman's instructions, and sustained the injury as the result.

As to the second point of complaint the plaintiff said that on various prior occasions the belt running this machine had for some reason slipped over from the loose to the tight pulley and thus started the machine automatically. He stated that he notified the foreman on more than one occasion of this, calling his attention to this defect, which he said was the result of defective or worn babbiting on the shaft. The foreman said that he did not remember this but the judge held that apart from the plaintiff's own evidence there was corroboration which he credited and found accordingly. Defendants contended that the injury must have been caused by plaintiff not

stopping the lever at dead centre on the top—allowing it to go a little too far forward. If he did not stop exactly at dead centre it would go on, causing another revolution and another plunge downward of the heavy "trusser."

The court held that the machine must on this occasion have started automatically, as it was shown to have done on prior occasions and probably as the result of poor babbiting, as contended. This was such a defect as to render defendants liable.

Judgment was accordingly entered for the plaintiff for \$500, and costs of the action.

Insurance Briefs.

The National Union Fire of Pittsburg has received a license to transact tornado insurance in addition to fire insurance.

Application is to be made to Parliament at its next session, for an Act to incorporate "The Canada Hail Insurance Company," with head office at Winnipeg, with power to carry on the business of hail insurance.

The Provincial Casualty Accident Insurance Company will apply for an Ontario charter. The company's head office will be at Toronto, and it will carry on a general accident and casualty insurance business.

The Delaware Insurance Company, of Philadelphia, has ceased doing business in Manitoba and has re-insured all its outstanding policies in the Westchester Fire Insurance Company, of New York, which company has been registered in Manitoba.

The Ottawa Assurance Company has ceased to transact business in Canada, and has re-insured all its outstanding risks in the London Mutual Fire Insurance Company, and has applied to the Minister of Finance for the release of its securities on January 5, 1913.

Application is to be made to Parliament at the next session for an Act to incorporate "The Postal Fire Insurance Company," with head office in Toronto, with power to carry on the business of fire insurance, and such other branches of insurance as may from time to time be covered by license issued to the company.

The following is the record of the Mutual Life Insurance Company of New York with women policyholders during 1911:

	Claims paid by company.	Premiums paid in cash.	Return over premiums paid.
4 Weeks to Jan. 21, 1911..	\$59,747.80	\$23,062.65	\$36,685.15
4 " " Feb. 18, "	35,754.60	13,570.73	22,183.87
5 " " Mar. 25, "	59,644.00	27,613.74	22,030.26
4 " " Apr. 22, "	49,508.00	24,146.85	25,361.15
5 " " May 27, "	53,413.00	24,236.68	29,176.32
4 " " June 24, "	33,258.35	10,224.85	23,033.50
4 " " July 22, "	15,438.91	7,466.86	7,972.05
4 " " Aug. 19, "	55,091.78	26,260.82	28,830.96
5 " " Sept. 23, "	26,951.00	11,410.63	15,540.37
4 " " Oct. 21, "	56,916.00	26,215.12	30,700.88
5 " " Nov. 25, "	71,642.23	35,328.37	35,714.86
4 " " Dec. 23, "	25,201.57	16,585.54	8,616.03
	\$542,567.24	\$256,723.83	\$285,843.40