

in reference to the Workmen's Compensation Act, R.S.O. c. 160, is clearly recognized by sec. 10, which regulates such contracts, and, but for that section, there would have been nothing whatever to prevent such a contract being made: see *Griffiths v. Dudley*, 9 Q.B.D. 357; *The Queen v. Grenier*, 30 S.C.R. 42.

By 4 Edw. VII. c. 31 (D.), an absolute prohibition is in effect made against railway companies and their employees making any bargain or agreement relieving railway companies from liability for damages for personal injuries to their employees. The constitutional validity of this Act was recently affirmed by the Judicial Committee of the Privy Council: *Grand Trunk Railway v. Attorney-General of Canada*, 1907, A.C. 65, 95 L.T. 131, and the Act was duly proclaimed to come into force on 1st April last; see *Can. Gazette*, 12 Jan., 1907, p. 1581, and this would seem to be one of those Acts which it is not possible for those for whose benefit it is intended to waive.

Recently the Legislature of Ontario passed a statute practically making null and void all agreements as to the place of trial of any action, subject to certain conditions: see 6 Edw. VII. c. 19, s. 22. In the case of *Shupe v. Young* recently before the Divisional Court, the plaintiff had sold certain chattels on credit and stipulated that in default of payment the action to recover the price might be brought in a specified Division Court and the purchaser expressly agreed to waive the provisions of the above mentioned statute.

The plaintiff having commenced the action in a Division Court pursuant to the agreement, the defendant applied for a prohibition on the ground that the cause of action had not arisen within the jurisdiction of that Court, and the defendant did not reside therein, and that the agreement as to venue was void. Falconbridge, C.J. K.B., granted a prohibition, holding that it was not possible for the defendant to waive the protection of the statute, and the Divisional Court (Boyd, C., and Magee and Mabee, JJ.) affirmed his decision.

The words of the statute in question are no doubt emphatic, viz.: "No proviso, condition, stipulation, agreement or statement