

REVIEW OF CURRENT ENGLISH CASES.

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EMPLOYER AND WORKMAN—COMPENSATION—ACCIDENT—REFUSAL OF WORKMAN TO SUBMIT TO SURGICAL OPERATION.

In *Marshall v. Orient Steam Navigation Co.* (1910) 1 K.B. 79, the question again arose in a workman's compensation case as to the effect of the workman having refused to submit to a surgical operation on his right to compensation. In this case the plaintiff was a sailor, and in the course of his employment had injured his finger. The ship's doctor proposed a slight surgical operation, which the plaintiff refused to submit to, and the plaintiff's finger had subsequently to be amputated. The evidence was conflicting as to whether the proposed operation would have saved the finger. In these circumstances the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.J.J.) held that the employers had failed to discharge the onus of shewing that the loss of the finger was due to the refusal to undergo the operation, and therefore that the plaintiff, notwithstanding his refusal to submit to it, was entitled to compensation.

SOLICITOR AND CLIENT—VERBAL AGREEMENT AS TO COSTS—NO COSTS PAYABLE BY CLIENT—RIGHT TO RECOVER COSTS FROM OPPOSITE PARTY—ATTORNEYS' & SOLICITORS' ACT, 1870 (33-34 VICT. c. 28), ss. 4, 5—(9 EDW. VII. c. 28, ss. 24, 28).

In *Gundry v. Sainsbury* (1910) 1 K.B. 99, the plaintiff recovered damages against a defendant for injuries sustained by being bitten by the defendant's dog. It appeared that the plaintiff had made a verbal agreement with his solicitor that he was not to be liable to him for any costs; the County Court judge who tried the action therefore refused to give the plaintiff any costs. The Divisional Court (Darling and Bucknill, J.J.) held that the County Court judge was right, and that it made no difference that the agreement was verbal and not in writing as provided by 33-34 Vict. c. 28, s. 4; (see 9 Edw. VII. c. 28, ss. 24, 28).