

law. Here, were I unfettered by authority, I would be inclined to doubt if the deceased can be said to have received any indemnity or satisfaction; but I am bound by the authority of *The Queen v. Grenier* to hold that he has. The word 'renunciation' used by the learned Chief Justice who delivered the judgment of the Court in that case means nothing else, it is clear, than release in consideration of the indemnity or satisfaction that an employee under such circumstances agrees to have received in lieu of any further claim against the company in the case of his meeting any injury in the course of his employment. It was argued then, as it was at bar in this case, that an employee cannot stipulate in advance with his employer so as to defeat, in case of his death, the action of his wife and children: and that such a stipulation was not the indemnity or satisfaction required by art. 1056. But that contention did not prevail. We were of opinion that the words 'without having received indemnity or satisfaction' of the article of the Code would be meaningless if the construction contended for by the plaintiff in that case, as it is by the plaintiff here, prevailed, that an indemnity or satisfaction which would have barred an action by the deceased, had he survived, does not also bar the action by the consort and children. That cannot be. That would be reading out of the article the words 'without having received indemnity or satisfaction.' " . . . "However small the indemnity accepted by the deceased may have been, in whatever form or shape he may have accepted it, at what time he has accepted it, makes no difference." . . . "And in the *Grenier* case we were bound, I need hardly say, by that decision, and held in strict accordance with it, that there having been indemnity or satisfaction by the deceased in that case, the survivors' action did not lie, though it did lie in the *Robinson Case*, because the deceased there had not in his lifetime received indemnity or satisfaction": Taschereau, C.J., in the *Grand Trunk Ry. Co. v. Miller*, pp. 58 and 59.

Article 1056 of the Quebec Civil Code has no counterpart in Ontario. On the other hand, we have the saving effect of s. 10 of the Workmen's Compensation Act, which has no place in the Civil Code. It is true that the Supreme Court refers to and follows some English decisions, notably *Griffiths v. Earl of Dudley*,