

REVIEW OF CURRENT ENGLISH CASES.

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MASTER AND SERVANT—NEGLIGENCE OF MASTER—DEFECTIVE
PLANT—IMPROPER LADDER—KNOWLEDGE OF EMPLOYER—
VOLENTI NON FIT INJURIA.

Monaghan v. Rhodes (1920) 1 K.B. 487. This was an action by a stevedore, a servant of the defendants, to recover damages sustained in the following circumstances: The plaintiff was employed by the defendants to unload a ship. For the purpose of descending into the hold the proper ladder was so blocked up that it could not be used, and as a substitute some other of the defendants' servants obtained from the ship a rope ladder which was fastened at the top and hung loose below. The defendants knew that this ladder was being used, and that it was dangerous, but took no steps to prevent its use; the plaintiff also knew that it was dangerous; in using the ladder the plaintiff got his hand jammed between the ladder and the coaming of the hold and, in endeavouring to release himself, fell to the bottom of the hold, thereby sustaining the injury complained of. The defendants relied on the maxim *volenti non fit injuria*. Greer, J., who tried the action, dismissed it (1) on the ground that under the Shipping Regulations it was the duty of the shipowner and not of the defendants to supply a proper ladder and (2) on the ground that the defendants were not guilty of such negligence as to make them liable to the plaintiff. But the Court of Appeal (Sterndale, M.R., and Atkin and Younger, L.JJ.) though agreeing that the action could not be maintained on the ground of breach of the Shipping Regulations were, nevertheless, unanimous that it was the duty of the defendants to see that a proper ladder was provided, and that their acquiescence in the use of an improper and dangerous one rendered them liable. Their Lordships were of the opinion that the case was distinguishable from *Griffiths v. London & St. Catherine's Dock Co.*, 13 Q.B.D. 259, because the present case rested on the personal negligence, in the supervision, of the employers.

CONTRACT—LOAN TO AMERICAN COMPANY—INTEREST PAYABLE
IN LONDON—CONTRACT TO BE CONSTRUED BY ENGLISH LAW
—RIGHT OF COMPANY TO DEDUCT UNITED STATES INCOME
TAX.

Indian and General Investment Trust v. Borax Consolidated
(1920) 1 K.B. 539. This is a somewhat important case from a