

The mate also swore that after he had thrown the line ashore he told plaintiff to let it run and not to check. Plaintiff denied that he received any such order, and says that, acting on the usual instructions, as soon as he saw the rope placed over the post on the pier he proceeded to check by passing the line over the timber heads. There was evidence that the momentum was very considerable, and plaintiff seems to have been jerked or dragged towards the timber heads. If at that time the line was not properly coiled, but, as the jury found, lying scattered on the deck, there would be danger of plaintiff getting entangled and being unable to save himself. And that is, no doubt, the conclusion that the jury came to.

In his able argument in support of the appeal Mr. Jones contended that the Workmen's Compensation Act did not apply to seamen, and that plaintiff came within the class, and he relied on *Hedley v. Pinkney*, [1892] 1 Q. B. 58, [1894] A. C. 222. But he subsequently abandoned the point, frankly stating that, in the face of sec. 2, sub-sec. 3, of the Act, it could not be sustained.

Appeal dismissed with costs.

OSLER and MEREDITH, JJ.A., gave reasons in writing for the same conclusion.

GARROW, J.A., also concurred.

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JUNE 28TH, 1907.

C.A.

DESCHENES ELECTRIC CO. v. ROYAL TRUST CO.

*Contract—Construction—Provision for Cancellation—Right of Administrators under—"Assigns"—Lease—Partnership.*

Appeal by plaintiffs from judgment of ANGLIN, J., 9 O. W. R. 517, dismissing with costs an action for a declaration that defendants had broken a contract, dated 10th May, 1902, made between plaintiffs and one F. X. St. Jacques, deceased (of whose estate defendants were administrators), for the supply of electric current to the Russell