

ance is not recovered, and consequently no release given, one is a step farther removed from the danger. Further, is it not contrary to public policy to allow such an inequitable so-called contract to stand: *Roach v. Grand Trunk Ry. Co.*, Q.R. 4 S.C. 392; and should not the provisions of R.S.O. 1897, c. 160, s. 10, prevail?

On examination the Quebec cases above cited do not appear to be analogous. The judgments seem to turn or hinge on the construction and application of art. 1056 of the Civil Code, which provides that "in all cases where a person injured by the commission of an offence or quasi offence dies in consequence, without having obtained indemnity or satisfaction, his consort and his ascendant and descendant relations have a right, but only within a year after his death, to recover from the person who committed the offence or quasi offence or his representatives all damage occasioned by such death." A few quotations from the judgments of the Court in these cases will, I think, support this contention: "This Court has already held that the law of Quebec, from which we must take our rule of decision in this case, does not recognize the defence of common employment which prevails in English law." . . . "Further, that such a renunciation would be a sufficient answer to an action under Lord Campbell's Act is conclusively settled by authority: *Griffiths v. Earl of Dudley*, 9 Q.B.D. 357. That the action given by art. 1056 Civil Code is merely an embodiment in the Civil Code of the action which had previously been given by a statute of Canada re-enacting Lord Campbell's Act is too plain to require any demonstration, and nothing in the judgment of the Judicial Committee in *Robinson v. Canadian Pacific Ry. Co.* (1892) A.C. 481, controverts this proposition": Strong, C.J., *The Queen v. Grenier*, p. 51. "Has the deceased ever received indemnity or satisfaction for the injury in question in the sense to be given to those words in art. 1056 C.C.? If so, by the ratio decidendi and the opinion delivered by their Lordships of the Privy Council in *Robinson v. Canadian Pacific Ry. Co.* (1892) A.C. 481, the respondent's action fails. It is no doubt singular that anyone can receive indemnity or satisfaction so as to bar an action which belongs to another. . . But that is the state of the