

or by post (a). In a later case the question was raised whether a sufficient notice could be made out from a reference to some document other than that relied upon as constituting a sufficient notice. Lord Coleridge thought that the question should be answered in the negative. Brett, M.R., and Holker, L.J., declined to express a definite opinion, but they seem—especially the former—to have been strongly inclined to adopt the contrary view. All the members of the court were agreed in holding that, whether such a reference was or was not permissible, a notice otherwise defective could not be eked out by a reference to a verbal statement previously made by the injured servant to an agent of the master. It was accordingly held that there is no notice in compliance with the Act where a workman, on the day he had been injured, makes a verbal report of such injury to his employer's inspector, who takes down the details in writing and sends them to the employer's superintendent, and the workman's solicitor afterwards writes a letter to the employer, stating that he is instructed by such workman to apply for compensation for injuries received on the employer's premises, "particulars of which have already been communicated to your superintendent" (b).

The Acts of Massachusetts and Colorado expressly provide

(a) *Moyle v. Jenkins*, 8 Q.B.D. 116, 51 L.J. Q.B. Div. 112; 45 L.T.N.S. 472, 30 W.N. 324; *S. P. Keen v. Millwall Dock Co.*, *infra*.

(b) *Keen v. Millwall Dock Co.* (C. A. 1882) 8 Q.B.D. 482; 51 L.J. Q.B. Div. 277, 30 W.R. 503. As regards the point left undetermined in this case, Lord Coleridge based his opinion on the words of the Act which, as he considered "described the notice as one and single, containing in it the incidents which the statute has required it to contain as a condition precedent to maintaining the action." The following passage from the opinion of Brett, M. R., shows that arguments of no small weight may be adduced for the other doctrine. "It seems to me that a notice might be available even if it should be defective in any of the matters required to be stated, as for instance, if it did not in terms name the day when the injury was sustained, but shewed it by reference, so also if it did not describe the cause of the injury with sufficient particularity but still did not describe it so as to mislead. I agree that as a general rule the notice must be given in one notice, but I am not prepared to say that it would be fatal if it were contained in more than one notice. Suppose for example a person in his letter written on one day should describe fully the injury he had sustained, but should leave out his address, and he should the next day send a letter stating that in the letter I wrote yesterday I omitted to give you my address, and I now give it. If both these letters were written in time, and both served on the employer, I am not prepared to say that the last might not be taken to incorporate the first, and therefore, though not an accurate but an informal notice, it must be considered a notice within the meaning of the statute. If in the present case the letter of Mr. Bradley had referred to a written report, and to the date and particulars there given of the injury, I should not at this stage have said that there had not been a notice within the Act, but should have desired a rule in order that the matter might be more fully discussed."