liable for personal negligence causing injuries to his servant, is not held responsible for injuries caused by the ordinary risks of employment. A famous English decision summed up the matter as follows:

> "All the master is bound to do is to provide machinery fit and proper for the work, and to take care to have it superintended by himself or his workmen in a fit or proper manner."

This principle in practice sometimes bears hardly upon employees; at other times jury verdicts excessively mulct employers; and at all times the tendency is for law costs to pile-up inconscionably.

It is to be noted that a servant continuing to work with machinery or appliances which he himself knows to be defective, is held at Common Law to have assumed the defect to be one of the usual risks of his employment. Under a Workmen's Compensation Act, such as is in force in Ontario, the worker is not deemed to have incurred voluntarily the risk of injury by continuing in his employment, provided he has told of the defect. But the Ontario Act does not go nearly so far as legislation in Great Britain, where the Workmen's Compensation Act, enables the worker to recover, even although he does not show any negligence on the part of the employer—as in the case mentioned in these columns some weeks ago of a man bitten by an enraged cat in his employer's stable. Under the Ontario Act, as was pointed out by Mr. C. W. L. Woodland in an address before the Insurance Institute of Toronto, the workman must show some neglect on the part of the employer before he can recover; under the English Act nothing short of "serious and wilful misconduct" forfeits an employee's right of recovery. British Columbia and Alberta have gone far in following the British trend. If Quebec also follows this lead, it will mean —to quote Mr. E. Willans, of Toronto, when referring to the likelihood of amendments to the Ontario Act—"that manufacturing and industrial interests in this province will have to adopt the principle that a workman is entitled to compensation for *all* accidents sustained by reason of his occupation, if not due to his own negligence; and will require to include such pecuniary loss (in the form of insurance premiums) in the cost of production."

And this, within definitely fixed bounds, is what the manufacturers of the province appear to favour. They deem it preferable that they should be considered accountable for all accidents at fixed rates of compensation, and with legal costs reduced to a minimum, rather than that they should be responsible for some accidents only, but to amounts fixed by the vagaries of juries, and with costs limited only by the elastic customs of legal practice. To estimate workmen's compensation as a part of business costs is a difficult matter under existing conditions, even with the aid of insurance companies. Consequently, the Montreal Executive Committee of the Canadian Manufacturers Association—in memorializing the Quebec Government in October, 1907—urged that the following principles be embodied in pending legislation.

1.—Compensation for accidents should be made obligatory upon all employers of labor.

2.—Said compensation should be fixed with reference to earnings of victim at time of accident.

3.—Three years' earnings should constitute the utmost compensation for death or total disability, provided always that the total sum does not exceed $2,500.

4.—Compensation for temporary disability to run for not more than 52 weeks at 50 per cent. of current wages, and in case of non-recovery the employer may by the payment of a lump sum (which with the payments already made shall not exceed the amount stated in clause 3, namely $2,500) cancel all obligation.

5.—Stated allowance to be given for loss of limbs and permanent disability of a minor character; the compensation awarded for such injuries to be computed in proportion to the indemnity due for loss of life as based on the scale of indemnities in use by Accident Insurance Companies.

6.—That employers shall not be held responsible for any accident to an employee which has been caused by—

(a)—Said employee being under the influence of liquor or drugs.

(b)—By known bodily infirmity such as epilepsy, etc.

(c)—By the employee's own criminal or wilful act.

7.—That provision be made to secure to the victim or to the victim's family the compensation due them from an accident, and thus prevent the amount from being seized for any debt incurred prior to said accident.

8.—That provision be made so that the compensation due an injured employee shall rank for payment as wages due, in case of the employer becoming insolvent.

9.—That the law be so prepared that the compensation to be paid under the Act can be determined without the intervention of a legal practitioner, and that the compensation when paid shall constitute a final discharge of all liability on the part of the employer; and that on the passing of the proposed Act all claims for compensation for accidents sustained whilst in the employment of any person shall be settled or adjudicated under it.

It is to be noted that the experience of British casualty companies under the new Workmen's Compensation Act indicates that thus widening an insurance field does not necessarily bring corresponding increase in profit. Decided readjustment of rates has already been arranged; so remarkable has been the increase in accidents and in subsequent "malingering" on the part of British workmen, now that they can so much more easily "make good" their claims against employers. To quote the opinion of the late Chief Registrar of Friendly