

which authorized the complainant, a water bailiff, to search any "bag or other instrument for carrying fish." The complainant claimed under this provision to be entitled to search the coat pockets of the defendant, and the complaint was lodged because the defendant refused to permit such search. The justices held that the Act did not authorize a search of the person and dismissed the complaint, but the Divisional Court (Lord Alverstone, C.J., and Channell and Coleridge, JJ.) was of the opinion that the defendant ought to have been convicted and allowed the appeal.

EMPLOYER AND WORKMAN—DRIVER OF CAB—WORKMEN'S COMPENSATION ACT, 1906 (6 EDW. VII. c. 58).

*Doggett v. Waterloo Taxicab Co.* (1910) 2 K.B. 336. The plaintiff in this case was the driver of a taxicab belonging to the defendant company. He was paid a percentage of the takings registered by the taximeter. When he took out a cab from the defendants' yard he took it where he pleased and kept the cab sometimes till next day or for several days, and except by refusing to let him have the cab, the defendants had no control over him and could not dismiss him. While driving the cab he was injured, and the action was brought to recover compensation under the Workmen's Compensation Act of 1906. The county judge who tried the case held that the plaintiff was a daily servant of the defendants and that they were liable to make compensation, but the Court of Appeal (Cozens-Hardy, M.R., and Buckley and Kennedy, L.JJ.) were unable to agree with this view, and held on the contrary that the relation between the parties was not that of master and servant. According to Buckley and Kennedy, L.JJ., the contract was merely one of bailment.

PARTIES TO ACTION—JOINDER OF DEFENDANTS—ALTERNATIVE RELIEF CLAIMED AGAINST SEVERAL DEFENDANTS—JOINDER OF DIFFERENT CAUSES OF ACTION—RULES 126, 127, 128—(ONT. RULES 186, 187, 188).

In *Compania Sausinena, etc., v. Houlder* (1910) 2 K.B. 354 the plaintiffs entered into a contract with the defendant Houlder whereby the latter agreed to carry the plaintiffs' goods, on certain named steamers belonging to the Houlders or on other suitable steamers in addition or substitution therefor. It was subsequently agreed that a certain cargo of the plaintiffs should be shipped on