to take away the defence which such statutes, by-laws and rules give to them, and that any legislation to the contrary would be beyond the powers of the Province as affecting the company. But contra, the defence was unsuccessfully urged by the Canada Southern Ry. Co. that having been brought under the operation of the Dominion Railway Act the Workmen's Compensation for Injuries Act did not apply to them: *Canada Southern Ry. Co.* v. *Jackson*, 17 S.C.R. 316.

In view of the above amendment to the Railway Act, and the fact that it may be some time before the competency of the Dominion Parliament to enact it is finally decided, an appeal to the Privy Council being probable, it may not be amiss to discuss the present state of the law in Ontario, assuming that R.S.O. c. 160, s. 10, is intra vires. Moreover, the amending Act may be held to be ultra vires, in which event it is to be hoped that the local Legislatures will follow in the footsteps of the Dominion and pass the necessary legislation for the protection and relief of the employees, their wives and children.

In so far as Quebec is concerned, it may be considered settled law that the payment of the insurance benefit is an effectual bar to recovery of damages: *The Queen* v. *Grenier*, 30 S.C.R. 42, and *Miller* v. *Grand Trunk Ry. Co.*, 34 S.C.R. 45. But are these cases precedents in Ontario? They have in effect been held to be so—Falconbridge, C.J., in *Holden* v. *Grand Trunk Ry. Co.* (tried at Hamilton in 1902), and *Harris* v. *Grand Trunk Ry. Co.* (not reported). In both these cases the widow received the insurance moneys from the Grand Trunk Railway and Provident Society, and signed the formal receipts releasing the company. In the *Holden case*, Falconbridge, C.J., also found against the plaintiff on the ground of contributory negligence. An appeal was taken to the Court of Appeal for Ontario, but unfortunately the insurance and release branch of the case was not passed on by the Court, the appeal being dismissed on the grounds of contributory negligence.

There would appear to be large room for argument as to the correctness of these decisions. Where the insurance is paid and release given the railway company is not directly dealt with, consequently there is no privity of contract. Where the insur-