case is whether the accident was one arising out of the employment. The accident in question was that the man in returning from a lawful outing upon shore to his ship unfortunately fell into the water and was drowned. In order to succeed it is not sufficient that he should show that but for his employment he would not have been at the scene of the accident. He must do more than that; he must show that it was the employment which took him to the place of accident. Now he has sought to do that in either one of two ways. In the first place his counsel has said that he was contractually bound towards his employer to do the act for the purpose of doing which he went on shore, that he was contractually bound to supply himself with provisions, that he went on shore to get provisions, that he was discharging his duty to his employer when he fell into the sea, and therefore he is entitled to recover. If the premises were granted I agree that the conclusion would follow, but the premises seem to me to be wrong. Under the Board of Trade form, in the absence of anything to the contrary, it would be for the master to supply the crew with provisions. The only effect of that which was put into the agreement —namely, "Crew to provide their own provisions"—was, I think, this, that the clause having been struck out which threw the obligation upon the master to supply the provisions by reason of the fact that the crew were going to provide their own, there was no contractual obligation on the part of the man to supply his own provisions, and the effect was only to discharge the master from the obligation which otherwise would have rested upon him. It appears to me therefore that there was no such contract.

But then it was said that, contract or no contract, at anyrate under the circumstances the man was bound to get provisions in order to sustain himself during the next journey of the vessel, that that was a duty which he owed, and he was performing that duty. It seems to me that from the stipulation that he was to get his own provisions this consequence ensued, that the master was bound to give him reasonable facilities from time to time for going to buy them, but it does not follow that when he was buying them he was discharging any duty towards his employer. The man was doing an act which under the circumstances he had to do, but he was not doing an act which he owed to his employer the duty to do, and between those two things it appears to me rests the ground upon which this case is to be decided. It appears to me that this accident did not arise out of his employment—that it did not result from any contingency which had to be satisfied in order for him satisfactorily to perform the duties of his employment.

I agree that the appeal fails and should be dismissed.

Appeal dismissed.

Counsel for the Appellant—Howard Jones —Elliot Gorst. Agents—Griffiths & Roberts, for R. E. Warburton, Liverpool, Solicitors.

Counsel for the Respondents — Neilson— Lord. Agents—Holman, Birdwood, & Company, Solicitors.

HOUSE OF LORDS.

Tuesday, May 11, 1915.

(Before Earl Loreburn, Lords Parker, Sumner, and Parmoor.)

BLAIR & COMPANY, LIMITED *v.* CHILTON.

(On Appeal from the Court of Appeal in England.)

Master and Servant—Workmen's Compensation Act 1906 (6 *Edw. VII, cap.* 58), *sec.* 1 (1)—"*Accident Arising Out of and in the Course of the Employment*"—*Disobedience to Orders.*

Contrary to orders, a boy employed on a machine sat on the guard of the machine, and in consequence caught his foot in the machinery. Had he been standing the accident could not have happened.

Held that he was entitled to compensation.

Appeal by the employers from a judgment of the Court of Appeal (Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ.), reported 7 B.W.C.C. 607, 30 T.L.R. 623, which reversed a decision of His Honour Judge Templar of the County Court, Stockton-on-Tees.

The learned Judge held on the facts that the case came within the decision of this House in *Plumb* v. *Cobden Flour Mills Company*, 51 S.L.R. 861, [1914] A.C. 62, and gave judgment for the employers.

The *facts* were as follows: — The appellants were engineers, boilermakers, and ironfounders carrying on business in Stockton-on-Tees, and the respondent Robert Chilton was a lad employed by them as an apprentice riveter at a wage of 7s. a-week.

On the 14th August 1913, in the course of his employment, Chilton was engaged on a rolling machine making ventilator tiers. At each end of the machine there was a guard or platform and a wheel for adjusting the rollers. The guard or platform was 2 feet 9 inches from the ground. The respondent's duty was to turn the wheel at one end of the rollers as he stood by the guard. In so doing there was no risk of injury to his feet. He was forbidden to sit during working hours in any part of the shop.

On the day of the accident he sat upon the platform or guard, and while so seated continued to turn the wheel. He sat down solely for his own convenience, and while seated a boy touched him on the back, and he turned half-round and stretched in so doing his left leg out, and his left foot was caught between the rollers and so crushed that it became permanently disabled.

After hearing counsel for the appellants—

Earl Loreburn—This is an appeal in a case under the Workmen's Compensation

Act, which is an Act lending itself to infinite refinement. The words of the Act itself rule in every case. Previous decisions are illustrations of the way in which judges look at cases, and in that sense are useful and suggestive; but I think we ought to beware of allowing tests or guides which have been suggested by the Court in one set of circumstances or in one class of cases to be applied to other surroundings, and thus by degrees to substitute themselves for the words of the Act itself.

In the present case the boy Chilton was at his work near dangerous machinery, sitting instead of standing as it was his duty to have done, and being suddenly touched by a comrade on the shoulder he turned and his foot was injured by the machinery. His sitting instead of standing was a cause of the injury—that is to say, the injury would not have happened if he had not been sitting. In my opinion Pickford, L.J., sums up the whole of the facts in saying this—"This I think is doing his work in a wrong way, and not doing something outside his sphere."

The decision of the County Court Judge was against the applicant, and it is binding upon us if there were materials which admitted of the conclusion at which he arrived, but in my opinion the facts here admit only of one conclusion, namely, that the injury by accident arose out of the employment, and that was the only real point that could be raised.

I am bound to say that I think it is an extremely clear case. This is the very kind of thing for which the Act was passed, and I hope I am not wrong in adding my surprise that this case was ever defended at all.

LORD PARKER—I agree. I think the case is a clear one, and I find myself in entire accord with the views expressed in the Court of Appeal, especially in the passage from the judgment of Pickford, L.J., which has been quoted by my noble and learned friend on the Woolsack.

LORD SUMNER—I concur.

LORD PARMOOR — The counsel for the appellants put every possible argument in their favour before your Lordships, but I cannot entertain any doubt that the decision of the Court of Appeal is right. I agree with what the noble and learned Earl on the Woolsack has said, especially in regard to the passage in the judgment of Pickford, L.J.

Appeal dismissed.

Counsel for the Appellants — Bairstow, K.C.—Richardson. Agents—Tarry, Sherlock, & King, for Reuben Cohen, Stockton-on-Tees, Solicitors.

Counsel for the Respondents—Mortimer. Agents—G. & W. Webb, for C. T. Townsend, Stockton-on-Tees, Solicitors.

HOUSE OF LORDS.

Tuesday, July 13, 1915.

(Before the Lord Chancellor (Buckmaster), Lords Atkinson, Parker, Parmoor, and Wrenbury.)

UNITED STATES STEEL PRODUCTS COMPANY *v.* GREAT WESTERN RAILWAY COMPANY.

(ON APPEAL FROM THE COURT OF APPEAL IN ENGLAND.)

Contract—Carriage of Goods—Bill of Lading—Stoppage in transitu—General Lien by the Carriers—"Owners of Such Goods."

Competition arose between the unpaid vendors' right of stopping in transit certain goods and a general lien created by a condition of the bill of lading against "the owners of such goods upon any account."

Held, in construction of the contract, that the general lien was not preferred to the vendors' right of stoppage *in transitu*. *Opinions* that "the owners" meant the persons entitled to demand and demanding the goods.

Decision of the Court of Appeal, reported [1914] 3 K.B. 567, *reversed*, and decision of Pickford, J., reported [1913] 3 K.B. 357, *restored*.

The *facts* sufficiently appear from the judgment.

The following authorities were referred to:—*Wright* v. *Snell and Others*, 5 B. & Ald. 350; *Oppenheim* v. *Russell*, 3 Bos. & P. 42; *Rushforth* v. *Hatfield*, 7 East. 224; *Leuckhart* v. *Cooper and Another*, 3 Bing. N.C. 99; *Smith* v. *Goss*, 1 Camp. 282; Smith's Mercantile Law (11th ed.), 761; Blackburn on Contract of Sale (2nd ed.), Part iii, chap. 1, p. 378.

At delivering judgment—

LORD CHANCELLOR (BUCKMASTER)—The appellants in this case, who are the United States Steel Products Company of Philadelphia, entered into a contract on the 29th December 1910 with a firm of Tupper & Company, Limited, of Batman's Hill Works, Bilston, in the county of Stafford, for the sale to them of 1500 gross tons of steel billets. By the terms of the contract the goods were to be delivered to the purchasers at their works at Bilston at a price of £4, 12s. 9d. net per ton, cost, insurance, and freight being paid by the vendors. Under this contract a consignment was made by the appellants in February 1911 of about 499 tons, but before delivery was complete Messrs Tupper & Company, Limited, became insolvent, and thereupon the appellants asserted their right as unpaid vendors to stop delivery and regain possession of the goods.

If the only rights to be considered were those between the appellants and Messrs Tupper & Company, Limited, there would be no dispute but that the appellants were justified in what they did. The goods, however, were, at the moment when the appellants' notice to stop their delivery was received, in the custody of the Great Western