MASTER AND SERVANT.—WORKMEN'S COMPENSATION ACT.—Claimant was shot after working hours, in a wash room, by a fellow worker with whom he had previously been engaged in a dispute concerning their work. The fellow worker, the aggressor, had abandoned his position with the company. *Held,* that the injury arose "out of the employment," so as to entitle the injured man to recover under the Workmen's Compensation Act. *Franklin Coal and Coke Co. v. Industrial Commission.* (Ill., 1926), 152 N. E., 498.

When suit is brought to recover compensation under a Workmen's Compensation Act the question, as a rule, resolves itself into whether the injury "arose out of" and "in the course of" the employment. Statutes in some states require that the injury in order to be compensable must not only "arise out of," but must be "in the course of" the employment. *In re Sundine,* 218 Mass., 1, 105 N. E., 433; *Walther v. American Paper Co.* (N. J.) 98 A., 264. On the other hand, in some states statutes do not so provide as in the case of *Bristow v. Department of Labor,* (Wash.) 246 Pac., 573. There an employee arrived at work thirty-five minutes early and was killed while fishing for his own purpose on his master's premises, and the court held his death compensable though not caused by accident "arising out of" or "in the course of" his employment. A dissenting judge said, "that he is not a workman if injured on the premises of his employer engaged in some employment other than for his employer." The court cites the case of *Stertz v. Industrial Insurance Commission,* 91 Wash., 588, 158 Pac., 256, where it was held that only when the injury occurs away from the employer's plant that the employee must be "in the course of his employment." The court in the Bristow case, *supra,* places its decision on the ground that the statute does not require the injury to "arise out of" and "in the course of" the employment. In cases where such words are in the statute they should be construed liberally. *Brady v. Oregon Lumber Co.* (Ore.) 243 Pac., 96. Courts do not, as a rule, disagree as to the fundamental principles necessary for recovery under Workmen's Compensation Acts, but they sometimes disagree as to the application of the law to the facts. "It may be said that an employee is injured in the course of his employment when the injury occurs within the period of his employment at a place where he may reasonably be, and while he is reasonably fulfilling the duties of his employment, or is engaged in doing something incidental to it." *Dietzen Co. v. Industrial Board,* 279 Ill., 11, 116 N. E., 684. "There must, however, be some causal relation between the employment and the injury. Although it need not be one which ought to have been foreseen, it must be one which, after its occurrence, may be seen to have had its origin in the nature of the employment." *Pekin Cooperage Co. v. Industrial Commission,* 285 Ill., 31, 120 N. E., 530; *In re McNicol,* 215 Mass., 497, 120 N. E., 697. Generally, courts deny the claimant's right to recover in cases where the injury was the result of horseplay. *Hulley v. Moosbrugger,* 88 N. J. Law., 161, 91 Atl., 1007; *Pierce v. Boyer Coal Co.,* 99 Neb., 321, 156 N. W., 509. In the Pierce case the court held "that where an employee is assaulted by a fellow worker, whether in anger or in play, an injury so sustained does not arise 'out of the employment'." The case of *Pekin Cooperage Co. v. Industrial Board,* 277 Ill., 53, 115 N. E., 128, is, however, *contra.* A workman while in line to get his pay was pushed from his place in the line and thrown to the ground thereby injuring him, and the court held the employee was entitled to compensation as the injury arose out of the servant's employment. Thus in each case, brought to the attention of the court, a new set of facts present a new problem to be solved in the light of the statute of the state as applicable to the particular facts.

E. C. F. '27.

MUNICIPAL CORPORATIONS—ORDINANCES REGULATING BILLBOARDS—AESTHETIC CONSIDERATIONS.—The defendant was charged with the violation of a municipal