

might come and go safe under royal protection. On market days this "peace" was intensified. But the "peace" was not altogether a royal bounty. The king took care to get his tolls, and a very profitable source of revenue this became as trade prospered. The disputes of the market-place also furnished abundant litigation for the borough Court, and here, again, the king made his profits. —*Law Journal (London)*.

CHRISTIANITY AND THE LAW.—Christianity, we have often heard, is part of the common law of England, but Chief Justice Best was committing himself to a very bold proposition when he said in *Bird v. Holbrook* that there is no act which Christianity forbids that the law will not reach. True it is that neither the law nor Christianity will allow shipwrecked mariners, for instance, to eat a boy companion in order to save their lives; but the law does allow one shipwrecked mariner who is clinging to a spar to push another off if the spar will not suffice to support both, which certainly Christianity does not. The law, in fact, allows what, for want of a better word, we may call legitimate selfishness. It commends the higher standard of Christianity, but does not exact it. The particular instance which Chief Justice Best had in his mind was the inhumanity of setting spring guns without notice. And it is one which very well illustrates the Christian attitude of our law. The law allows a man to be vigorous in the protection of his property, but not vindictive. He could (at one time) set spring guns in his grounds with due warning, as he still may at night in his dwelling-house; saying, in effect, to trespassers, "If you come here, take the consequences." Then the trespasser coming to the danger is the author of his own wrong. This is logical. But he must not set a secret and fatal snare, as the defendant in *Bird v. Holbrook* did. A trespasser is not to pay for his trespass with his life unless he chooses to run the risk. If he does, 'volenti non fit injuria.'—*Ib.*

RAILWAY PUNCTUALITY.—Questions are continually raised as to whether persons aggrieved by the failure of railway companies to run their trains punctually according to the advertised times have any legal remedy. The conditions of the contract of carriage incorporated by reference on tickets to the published timetables &c. of the company, where ambiguous, will be read against the company. In the earlier decisions on the subject the Courts were disposed to treat the conditions as creating a contract to insure punctuality as far as practicable, and *Le Blanche v. The*