That eminent judge, Lord Esher, in referring to the maxim, volenti non fit injuria, in *Yarmouth* v. *France*, L.R. 19 Q.B.D. (1887) at page 653, said:—"I need hardly repeat that I detest the attempt to fetter the law by maxims. They are almost invariably misleading; they are for the most part so large and general in their language that they always include something which really is not intended to be included in them." As an offset to this sharp stricture, we have the opposite view of that distinguished jurist, Lord Bramwell, in *Smith* v. *Baker*, L.R.A.C. (1891) at page 334, who, when referring to this self-same maxim, asks:—"If this is a maxim, is it any the worse? What are maxims but the expression of that which good sense has made a rule?"

For the last twenty-five years, since the enforcement of the Employers' Liability Act, no legal maxim has been so frequently and ably discussed as the one borrowed from the Digest of Justinian, which, freely translated, means that he who voluntarily incurs a risk suffers no legal wrong if injury to himself thereby results. And yet, notwithstanding the luminous judgments of our greatest jurists, the full extent and limits of its application have not even yet been defined with satisfactory clearness and precision. By reference to earlier cases it will appear it has gradually relaxed its stringency, and, to use the language of Lord Watson—"has lost much of its literal significance."

Before the Employers' Liability Act, 1880, it was held, where a workman entered upon employ which was dangerous, with full knowledge of the danger, he voluntarily incurred the risk of injury, whether the danger was incidental to the work or was occasioned by the imperfect conditions under which it was carried on. The undertaking to enter upon and continue in dangerous employ has, by some, been referred to acceptance of increased remuneration as a consideration for the risk. Willes, J., in *Saxon* v. *Hawkesworth*, 26 L.T.R. 851, says: "If a servant enters into an employment knowing that there is danger, and is satisfied to take the risk, it becomes part of the contract between him and his employer that the servant shall expose himself to such risks as he knows are consistent with his employment."

To the like effect was the judgment of Lord Bramwell, in the case of *Dynen* v. *Leach*, 26 L.J. Ex. 22 (1857): "There is nothing