books as they are needed, so that no time is lost or labour unnecessarily expended in hunting for them. All this, of course, costs money, as well as careful supervision, but a fee of \$40 per annum from the older members and \$20 from the younger, makes ample provision for all needs.

The beauty and convenience of the building is not greater than was the kind courtesy of a friend, one of the members, and of the House Committee, in according to the writer the temporary use of the library, "with its appurtenances and all the privileges and advantages derivable therefrom or connected therewith." When we are rich enough at Osgoode Hall (and the present economical rule will soon make it so, unless indeed the Legislature interferes to gobble up a foolish accumulation) we shall, without thinking any the less of our own loved Alma Mater and the many beauties of our hall and its court rooms, have many things to learn from the New York Bar Association, its munificent patrons, liberal-minded members, and its beautiful and commodious building.

## EMPLOYER'S LIABILITY TO SERVANT.

THE POSITION OF A SERVANT WHO CONTINUES WORK ON THE FAITH OF HIS MASTER'S PROMISE TO REMOVE A SPECIFIC CAUSE OF DANGER.

I.—Introductory.—The continuance of work by a servant who has learnt that he is exposed to an extraordinary danger arising from the defective condition of some instrumentality used by the master obviously raises both the question whether he has elected to include the additional risk among those which he is deemed to have accepted by virtue of his contractual relations, and the question whether under the circumstances he is acting prudently in remaining in a position where he will have to incur the new hazard. If, therefore, he receives an injury owing to the existence of such a peril after it has become known to him, it is open to the master to rely either upon the defence of assumption of risks or upon the defence of contributory negligence. It is manifest that the situation is not altered in