term. The defect in the boiler was occult. It was not shown that any inspection would have revealed it. Accordingly the judgment was not based on the article of the Code Napoléon corresponding to our article 1053, but on article 1384 which corresponds to our 1054. The master was held liable not for his own fault or the fault of any person, but for the fault of a thing i. e., of a thing which he had under his care. Upon this theory an employer who places a machine or a tool under the control of a workman is held to have guaranteed that it shall not injure him owing to some defect in its construction, and no proof that it was, so far as he knew, the best that money could buy, will exonerate him. I will refer to this new ground of liability later on. But the subsequent case shews that the precise " vice de construction " must be proved. It will not be presumed that because a boiler bursts it must have been defective. (Cass. 28 févr. 1897; Sirey, 1898, I. 65) By the method of judicial interpretation the highest Court in France had arrived at this very curious result. A master was liable if it could be shewn that an accident happened through some fault even latent in the construction of his machine. But he was not liable when it was impossible to say what it was that caused the machine to go wrong. This may have been a sound construction of the Code, but it is very hard to justify it upon grounds of common sense. In both cases, the workman was an innocent victim, and in both the master was absolutely free from blame. The new law is surely more logical in applying the same rule to both cases. N. L. It remains to notice two other defences, in addition to want of proof of negligence, which were admitted by the common law in England. These are : 1. Common employment or " fellow-workman " and 2. Contributory negligence.