

RAILWAY—NEGLIGENCE—INSUFFICIENT FENCE—CHILDREN TRESPASSING—INVITATION TO ENTER LAND.

In *Jenkins v. Great Western Railway* (1912) 1 K.B. 525, a plaintiff, a child of two years, claimed to recover damages from the defendants in the following circumstances. The plaintiff lived with his parents in one of a row of houses across the road from the defendants' yard, which was fenced from the highway by a fence repairable by the defendants. Inside the fence was a pile of wooden railway sleepers, and beyond, about thirty-five yards from the house of the plaintiff's parents, was the main line of the defendants' railway. The plaintiff went through or over the fence and strayed on to the main line and was injured. The jury found that some of the company's servants must have known that children were in the habit of playing on the pile of sleepers, but not that they were in the habit of getting on the main line; they also found that the fence was not a reasonably fit fence for the purpose of separating the railway from the highway having regard to the proximity of houses on the other side of it; that children were in the habit of getting on the pile of sleepers through or over the fence by the leave or license of the company, but not elsewhere; and that the defendants, having regard to all the circumstances, were guilty of negligence in not taking some sufficient means for preventing children getting on the line. Bankes, J., on these findings, held that the leave and license was to play on the sleepers and not elsewhere, and that there was no duty on the defendants to fence off the sleepers from the rest of their land, and that they were not liable, and he gave judgment in favour of the defendants, which was affirmed by the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.). *Cooke v. Midland G. W. Ry.* (1909) A.C. 229, where the defendants had left a turntable unlocked and accessible to children who were known to play with it, was held to be distinguishable on the ground that there there was leave and license on the part of the defendants to the plaintiff to play with a dangerous machine which caused the injury complained of.

CONTRACT—EMPLOYMENT REQUIRING SECRECY—PRIVATE DETECTIVE AGENCY—IMPLIED WARRANTY OF SECRECY—BETRAYAL OF SECRET BY FORMER SERVANT.

*Easton v. Hitchcock* (1912) 1 K.B. 535. This was an action by a private detective to recover for services rendered. The plaintiff in the advertisements of her business stated that her inquiries were conducted with secrecy. She was employed by the de-