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1,426

Mr. McLauchlan's final conclusion is that the average extra rate of mortality which, for life insurance purposes he considered as incident to service in the British Navy, may be fairly taken at 6 per 1,000, though it would not be prudent to fix on this the extra premiums for lives in any of the unhealthy stations or commands, or engaged in dangerous service, nor for lives which have more than the usual prospect of being ordered to an unhealthy station or on dangerous service. In discussing this paper, Mr. H. W. Manly said that if the whole of the Navy were to be asked to be insured, actuaries could at once fix a common rate for the whole, but the objection was always against the office. The officer who expected to be ordered to an unhealthy climate was more desirous to insure than those who led a pleasant life at home, and he was always anxious to persuade the company that the station to which he was ordered should be classified as a health resort, no matter where it was. But men who come up for life insurance are nearly always optimists as regards themselves and their surroundings, no matter what their vocation may be. It is always the other fellow who is going to die, and not ourselves. When it comes to the real question of being included in the bills of mortality you may scratch a hypochondriac and find an optimist."

MASTER AND MAN.

The following article appeared in the *Globe* (London, Eng.), and is well worth perusal by all persons interested in the Workmen's Compensation Act.

The liability of employers for injuries to their Workmen, which has recently been extended by the Workmen's Compensation Act, is not a thing of mushroom growth. It has been a part of the general law of England ever since the doctrine of negligence was recognized in the Courts, and is to be found in every country in the world in which industrial enterprise is prevalent. The English law has always declared that a man owes his neighbour a duty not to injure him, and that he who does injure his neighbour by reason of his negligence must put his hand in his pocket and compensate him for his suffering and loss. This is the general rule from which has sprung the legal obligation of an employer to take all reasonable precautions to ensure the safety of his workman, and to compensate him for any injury he may sustain through the absence of such precautions.

As the industry of the country grew, and machinery became more dangerous, the need for special legislation for the protection of workmen became evident ;

but originally there was no distinction in principle between, say, the liability of a builder who placed a bricklayer on a scaffold which he knew to be defective, and the liability of the owner of a cart, who, driving down a street at a furious rate, knocked down an unoffending foot-passenger. Both were guilty of a breach of the duty which a man owes his neighbour not to hurt him, and both were compelled, for the same reason, to compensate the men whom, by their negligence, they injured. But what is known as the common-law liability of employers for injuries to their workmen was distinguished by three limitations.

The first of these limitations was the doctrine of common employment—a legal phrase which the long discussion that preceded the passing of the Workmen's Compensation Act made as familiar as a household word. An employer was responsible for the negligent acts of his servant when they resulted in an injury to a person not in his employment, but he escaped this liability if the person who was injured was another of his servants; in other words, a workman who was injured by reason of the negligence of a fellow-workman had no claim against their common employer. This doctrine, which was solely the product of judicial ingenuity, was established about sixty years ago. A butcher of the name of Fowler told his servant of the name of Priestley to take charge of some meat in a van driven by another man in his service. The van, owing to the negligence of the driver, broke down, with the result that Priestley's thigh was fractured. He brought an action against his employer, and a sympathetic jury awarded him £100 damages, but the judges held that the action was not maintainable, and all that the unfortunate man obtained was a lasting place for his name in the law reports.

The second limitation was known as the doctrine of accepted risks. To the workman who realized a danger of which he was cognizant the law gave no help. What it said, in effect, was this, "You chose to incur a risk, and you have no right to complain because you have realized it."

The third limitation, which probably yielded the richest crop of disputes in the Courts, lay in the doctrine of contributory negligence, the simple meaning of which was that a workman could not fix upon his employer any liability for an accident which he himself helped to bring about.

So much for the law before the passing of the Employers' Liability Act of 1880. This Act, which was the first statute by which special provision was made for accidents to workmen, was based upon the recommendations of a committee which was appointed in 1876. Its main object was to limit the operation of the doctrine of common employment. The judges had so extended this doctrine that a miner had been held to be the fellow-servant of the manager of the colliery, and a platelayer to be the fellow-servant of the guard of a train.