

of the men working with the cattle was stationed near such hatchway with a light, and, while there, a sack of flour, with no rope attached to guide its descent, was lowered, and, swinging outside the hatchway, struck the man with the light and knocked him down to the bottom of the hold, injuring him so that he died a few days after. His widow was held entitled to damages from the stevedore loading the flour. It should be stated, too, that one of the men working with him had warned deceased that he was standing, unnecessarily, in a dangerous position.

This decision is, no doubt, strictly in accordance with legal principles, but it imposes upon labourers and employers of labour the burden of taking the most elaborate precautions against accident. And, even from a legal standpoint, it can hardly be denied that the dissenting judgment of Mr. Justice Gwynne contains cogent reasons for believing that, had the decision been the other way, it might not have been easy to assail it. However, the decisions on questions of negligence are not, in the majority of cases, of much importance as precedents, inasmuch as no two cases are precisely alike in their facts, and it is upon the facts that the judgment must necessarily be based.

THE LAW OF CONTRACTS.

Stephens v. Gordon, page 61, is a case on the construction of a contract for the purchase of timber, and particularly on one clause which reserved to the owner of the land the full enjoyment of the same, "save and in so far as may be necessary for the cutting and removing of the trees and timber." The purchaser of the timber, in removing a portion of it, broke down some fences and destroyed or damaged crops, for which the owner sought compensation. His right to the same has been denied, however, by the Supreme Court and the Court of Appeal reversing the decision of the Chancellor at the trial.

We do not propose to review the judgments in this case, as the report contains the dissenting opinion of Mr. Justice Gwynne, which about exhausts the subject from the plaintiff's point of view, namely, that the method by which the timber was removed was not justified by the contract, and that he was entitled to damages; and Mr. Justice Sedgewick, in delivering the judgment of the court, presents the reasoning to the contrary. The case is one which will repay careful examination, and assist the profession in the study of the law of contracts.