

orders of court: and they call attention to the remarks of Jessel, M.R., in *Jones v. Jones*, 14 Chy. D. 594-5, to the effect that the common law practice should be followed.

NEGLIGENCE—LIABILITY OF MASTER FOR INJURY CAUSED TO THIRD PERSONS—VOLENTI NON FIT INJURIA.

*Thrussel v. Handyside*, 20 Q. B. D. 359, was an action brought by a workman who was directed to work in a particular place, to recover damages against the employers of certain other workmen for injuries sustained owing to the latter workmen or their employers not having taken proper precautions. The plaintiff was employed as a carpenter to do work upon a building for his employers. Above him in the same building other workmen were employed by the defendants doing certain other work; this latter work was of a dangerous character, and injury was likely to result from pieces of iron falling on those below. The plaintiff was injured by a falling piece of iron. The jury found that the accident arose through the negligence of the defendants, in not taking proper precautions to protect those below—that there was no contributory negligence on the part of the plaintiff—and that the plaintiff did not voluntarily incur the risk. On a motion to set aside the verdict and enter a judgment for the defendant, Hawkins and Grantham, JJ., were of opinion that the verdict was correct, and dismissed the motion. The mere knowledge of the risk by the plaintiff, being held not to be a voluntary undertaking of the risk.

LANDLORD AND TENANT—"LEGAL NOTICE TO QUIT"—EJECTMENT.

*Friend v. Shaw*, 20 Q. B. D. 374, strikes us as being an exceedingly technical decision, and one that will hardly commend itself to common sense. The jurisdiction of a county court to entertain jurisdiction in ejectment between landlord and tenant was by statute confined to cases where the tenant's term and interest "shall have expired, or shall have been determined either by the landlord or the tenant by a legal notice to quit." The plaintiff let to the defendant a house for three years, at a monthly rent, subject to a provision for re-entry on non-payment of any part of the rent for twenty-one days. A month's rent having been in arrear for over twenty-one days, the plaintiff gave the defendant notice to quit at the end of the next month of the term for non-payment of rent. Wills and Grantham, JJ., overruled the judgment of the county court judge, and held that "a legal notice to quit" must be taken to mean the notice to quit required by law, and not one depending on the express stipulation of the parties. "Legal" is defined by the dictionaries to mean "permitted or authorized by law." The notice in question was "permitted or authorized by the law," and yet in the judgment of the court it was not "legal," which seems a rather paradoxical result.

CANAL—RIGHT TO SUPPORT—STATUTORY REMEDY—COMPENSATION.

*Lancashire and Yorkshire Railway Co. v. Knowles*, 20 Q. B. D. 391, is an instructive case, showing that where a statutory right is given, and a statutory remedy is provided for those injuriously affected by the exercise of that right the statutory remedy must be strictly pursued, and that when another course is