

'First Moloch, horrid king, besmear'd with blood
Of human sacrifice, and parents' tears,
Though for the noise of drums and timbrels loud
Their children's cries unheard, that passed through fire
To his grim idol. Him the Ammonite worshipped.'

The last sentence must have been a slip of the tongue of the great blind poet in dictating the famous passage. In view of the Massachusetts decision above quoted, it should read, 'Him the *Mammonite* worshipped.'

If the foregoing decision expresses the doctrine of the common law, then the servant necessarily assumes the risk of being burned to death through the negligence of the master in failing to provide suitable fire escapes or to keep his apparatus for extinguishing fire in proper order. If the master is not bound, under the principles of the common law, to afford his servants suitable means of egress from the building by means of fire escapes in case of a fire breaking out therein, the servant necessarily assumes the risk of the situation, however dangerous it may be. For example, there is a decision to the effect that negligence on the part of the proprietor of a factory can not be predicated of the fact that the windows leading to the fire escapes were screwed down, where such windows were light structures and could easily have been kicked out, with as little delay as would be occasioned by raising them if unfastened, and propping them up.* A servant can kick the window out if he happens to think of it and is not smothered by smoke, and if his faculties are not overwhelmed in the dreadful position in which he suddenly finds himself placed—a conclusion which might impress the minds of the judges could they be placed in such a position and be kept there for a brief period and then 'kicked out.'

But all the courts have not bowed to this doctrine, or at least have not applied it under all circumstances. One court has held that a boy of nineteen, employed in an upper story of a factory, the means of escape from which are insufficient in case of fire, is not presumed, as matter of law, to have assumed the risk, but that whether he has done so is a question of fact.†

* *Hula v. American Glucose Co.*, 154 N.Y. 474; affirming s. c. 13 Misc. (N.Y.) 657; 34 N.Y. Sup. p. 931.

† *Schwendner v. Birge*, 33 Hun (N.Y.) 186.