

people come together in a neighbourly way on terms of equality to discuss among themselves their common interests and to devise methods of helpful co-operation."

The Anglo Saxon maw has a heavy task in Alberta in nationalising its large foreign population. Perhaps this is suggested as one way of helping its digestion.

Flotsam and Jetsam.

DISTINCTION BETWEEN SIMPLE AND GROSS NEGLIGENCE.

Some courts and lawyers have contended that it is impossible to draw an instruction distinguishing between gross and simple negligence, if, in fact, there is any clear mark of separation that can be put in words, between these two terms. This confusion is a reflection on the ability of the Courts to administer the law. If the law provides for different grades of negligence and imposes a different measure of liability in each grade, the Courts must be prepared to state the distinction between these two grades of negligence with sufficient clearness to enable a jury to pass with some measure of intelligence on the facts before them.

We are, therefore, indebted to the Supreme Court of Massachusetts for undertaking to make this distinction. In the recent case of *Altman v. Aronson*, 121 N.E. 505, the question arose as to the measure of liability of a gratuitous bailee, who, in this case, was a vendee who returned to his vendor goods not called for by the contract of sale. The goods were lost by the express company and it was sought to make the defendant vendee liable on the ground that he marked the goods as being of less value than \$50, when, in fact, they were worth many times that amount. It was admitted that the vendee in returning the goods was a gratuitous bailee, and as such was liable for only gross negligence, but the question arose over an instruction defining gross negligence. That part of the instruction which the Court held to be erroneous was as follows:—

"Now, if the ordinarily prudent man, in shipping goods, in dealing with his own property, would have shipped them by an express company, and would have shipped them upon an express receipt in which the value was limited to not more than a certain sum, if that would be what an ordinarily prudent man would have done under like circumstances and in a similar situation—if that is what these defendants did, of course, they are not liable. If, on the other hand, they did not deal with it as the ordinarily prudent