statutory settlement for married women who have no contractual settlement.

But then comes the 19th section which is said to modify the literal wording of the 2nd section. But we think, if carefully considered, it will be found that that section is clearly and indubitably intended to be confined to cases in which the marriage takes place after the Act of 1859. The first clause of the section obviously applies to future marriages, and the whole of the rest of the section refers to "such contract or settlement," *i.e.*, as we are disposed to think a "contract or settlement" made after the Act.

In the case of *Dawson* v. *Moffatt*, the marriage took place in 1842, and so far as the case turned upon the operation of the Married Women's Property Act, of 1859, we should think it ought to have been decided as though that Act had not been passed.

SELECTIONS.

ACCEPTANCE OF RISK FROM BREACH OF STATUTORY DUTY.

The case of *Baddeley* v. *Granville* has now been fully reported in the September number of the *Law Journal*, and fully sustains the statement of Wills, J., that it is of great importance. It removes one class of cases, at all events, beyond the reach of the controversy as to the effect of knowledge of the risk, in relation to the bearing of the maxim *volenti non fit injuria*, and negatives the application of *Thomas* v. *Quartermaine*. This, indeed, was a result foreshadowed by the judgments of Bowen and Fry, L.JJ., in that case, but their observations were *obiter*, while opposed to the opinion of the learned Master of the Rolls. "There may," said Bowen, L.J., "be concurrent facts which justify the inquiry whether the risk, though known, was really encountered voluntarily. The injured person may have had a statutory right to protection, as where an Act of Parliament requires machinery to be fenced." "Knowledge," said Fry, L.J., "is not of itself conclusive of the voluntary character of the plaintiff's actions; there are cases in which the duty of the master exists independently of the servant's knowledge, as when there is a statutory duty to fence machinery." Such a case was *Baddeley* v. *Granville*. There it appeared that a rule made under the Coal Mines Regulation Act, 1872, provided that a brakesman should be constantly present at the pit's mouth when men were going down the shaft. The plaintiff's husband was killed by reason of the absence of the brakesman during the night; but it was the usual practice at the mine, as the deceased knew, not to have a brakesman at the pit's mouth during night. Did *Thomas* v. *Quartermaine* apply, establishing that when an action will *prima facie* lie under the Employers' Liability Act, 1880, it is an answer if the servant has voluntarily taken upon himself the risks which proved fatal? Wills and Grantham, JJ., were of opinion that the maxim *volenti non fit injuria*, on which *Thomas* v. *Quartermaine* proceeded, had no application here, the injuries having been directly caused by the breach of what was equivalent to a statutory duty on the part of the manager and owner of the mine. The application of that doctrine, observed Mr. Justice Wills, "is to be watched with great care in each individual case;" there was the deliberate expression of opinion by two of the judges of the Court of Appeal that it did not apply in the case of a direct breach of a statutory obligation; and further, he added, "there is a great deal to be said on public grounds in favour of that view. In the first place a statutory obligation should be incapable of being got rid of in the future. In respect of the results of past breaches persons may come to what agreements they please. But there ought not to be any encouragement to a deliberate engagement between A. and B. that B. shall take no action for the future breach by A. of a law which is for the protection of B. I do not know whether that would be an illegal agreement as be-