them.—*Butler* v. *Legaré*,(Superior Court, Quebec; opinion by Meredith, C. J.), 7 Q. L. R., 307.

Damages—Settlement by one of two or more persons jointly liable.—Il y a solidarité entre deux ou plusieurs personnes pour les dommages résultant d'un délit commis conjointement, et le réglement fait par l'un libère les autres.—*Giroux* v. *Blais*, (Circuit Court, Quebec, opinion by Stuart, J.), 7 Q. L. R. 307.

RECENT U. S. DECISIONS.

Master and Servant—Negligence—Servant using dangerous animal after knowledge of danger.—In an action against a street railway company to recover damages for injury from the kick of a mare owned by the company it appeared that plaintiff was a porter in the employ of the defendant, and had charge of the mare in question. He had full knowledge of her habit of kicking. *Held*, that he could not recover. A master does not warrant his servant's safety. He however is under an implied contract with those whom he employs to adopt and maintain suitable instruments and means with which to carry on the business in which they are employed. This includes an obligation to provide a suitable place in which the servant, being himself in the exercise of due care, can perform his duties safely, or without exposure to dangers that do not come within the reasonable scope of his employment. Cazger v. Taylor, 10 Gray, 274; Seavor v. Boston & Maine R. Co., 14 id. 466; Gilman v. Eastern R. Co., 10 Allen, 233; Coombs v. New Bedford Cord Co., 102 Mass. 572. A servant however assumes the risk naturally and reasonably incident to his employment. He is not bound to risk his safety in the service of his master, and may, if he thinks fit, decline any service in which he reasonably apprehends injury to himself. Hayden v. Smithville Manuf. Co., 29 Conn. 548; Whart. on Neg., § 217. Inasmuch as the relation of master and servant cannot imply an obligation on the part of the master to take more care of the servant than he may reasonably be expected to take of himself, he cannot complain if he is injured by exposure after having the opportunity of becoming acquainted with the risks of his employment and accepts them. Whart. on Neg., §§ 214 and 217; 1 Addison on Torts, § 255. No duty was imposed on the company to inform him what he so well knew, nor to forbid his grooming the mare. He voluntarily assumed the risk, and continued to expose himself to a well-known danger. He cannot now cast on his employer a liability for the injury which he thereby suffered. It matters not that the master did know the vicious habits of the mare. It is the knowledge of the servant which withholds from him a right of action. Harkins v. N. Y. Cent. R. Co., 65 Barb. 129; Frazier v. Pennsylvania R. Co., 2 Wright, 104. *Green and Coates Street Passenger Railway Co.* v. *Bresmer* (Pennsylvania Supreme Court, May 2, 1881.)

GENERAL NOTES.

AMATEUR LEGISLATION.—We were lately favored with a sight of a proof copy of Mr. Curror's proposed "Agricultural Holdings (Scotland) Bill," and were much amused thereat. The errors and eccentricities of Parliamentary draughtsmen have often been adverted to, but we conceive that nothing similar to the following has ever been unearthed from the stores of forgotten or abortive pieces of legislation. This is what is given in the clause containing the definition of the term used in the bill as the definition of *trespassers*:

"'Trespassers' means the *fauna* of the country, whether wild or domesticated, and includes mankind."

The picture of the sporting farmer, fired with indignation against trespassers, going out to shoot "the *fauna* of the country," is irresistibly ludicrous: "*which includes mankind*," is a touch of genius quite unapproachable.—Edinburgh *Law Journal*.

A boarder in a New York hotel invited a friend to dine with him. While at dinner the visitor's coat was stolen. An attempt was made to hold the hotel proprietors responsible. The decision of the Court was that the rule that makes the landlord of an inn responsible for the goods of his guests is a severe one, and can only be applied when the conventional relation of innkeeper and guest exists. It cannot be extended so as to protect one who is not a guest, but a mere caller on a guest, or a transient visitor upon the invitation of a guest.

A young lawyer of the city of Providence tells a story about himself which is good enough to go on record. He was trying a "rum case" at Bristol not long ago, when a witness was put on the stand to testify to the reputation of the place in question. This witness, a stage driver, in answer to a query as to the reputation of the place replied: "A rum shop." The lawyer inquired, "You say it has the reputation of being a rum shop?" "Yes, sir." "Whom did you ever hear say it was a rum shop?" The witness didn't recollect any one he had heard say so. "What," said the lawyer, "you have sworn this place has the reputation of being a rum shop, and yet you can't tell of any one you ever heard say so?" The witness was staggered for a moment—in the words of the lawyer, "I had him"—and the lawyer was feeling triumphant, when the witness gathered himself together and quietly remarked, addressing the lawyer: "Well, you have the reputation of being a very smart lawyer, but I never heard any one say so.—*Providence Journal*.