that is that it shall be the agent merely for the purpose of forwarding a claim, the agency cannot be held responsible after using ordinary and reasonable diligence in performing its duties.

The law in later times, however, is much more severe upon the agencies, where there is no stated contract absolving it from liability. The position of the agency is now said to be the same as that of the attorney doing like work, and the law with reference to it is the same.

In a leading case, Bradstreet v. Everson, 72 Pa. St., 124, a mercantile agency undertook to collect certain claims belonging to their customer, giving the following receipt:

J. M. BRADSTREET & SON,
Improved Mercantile Agency,
PITTSBURGH, June 2, 1865.

Received of Messrs. Everson, Preston & Co., 4 duplicate acceptances for collection, v. Watt C. Bradford, Memphis, Tenn., amounting to $1,726.37.

(Signed) J. M. BRADSTREET & SON.

In delivering the opinion of the Court, the judge observed: "It is argued, notwithstanding the express receipt for collection, that the defendants did not undertake for themselves to collect, but only to submit to a proper and responsible attorney, and made themselves liable only for diligence in correspondence and giving the necessary information to the plaintiffs; or, in briefer terms, that the attorney in Memphis was not their agent for the collection, but that of the plaintiff's only. The current of decision, however, is otherwise as to attorneys at-law sending claims to correspondents for collection, and the reasons for applying the same rules to collection agencies are even stronger. They have their selected agents in every part of the country. From the nature of such ramified institutions, we must conclude that the public impression will be that the agency invites customers on the very ground of its facilities for making distant collections. It must be presumed from its business connection at remote points and its knowledge of the agents chosen, that the agency intends to undertake the performance of the service which the individual customer is unable to perform for himself. There is good reason, therefore, to hold that such an agency is liable for collections made by its own agents, when it undertakes the collection by the express terms of the receipt."

There was another case arising and decided at Philadelphia in 1870, where the receipt given by the agency reads as follows:

For collection according to direction, and proceeds when received by us to be pain over to King & Baird.

Across the face of this was written this:

N. B.—The owner of the within mentioned taking all the risks of the mail, the losses by failure of agents to remit and also the losses by reason of insurrection of war.

By thus limiting their liability, the agency was decided to have been relieved of responsibility sought to be charged against it.

Other cases deciding that the attorney undertaking the collection of claims, who fails to limit his liability in the receipt or agreement to make the collection, is liable for losses occurring through the negligence, etc., of his agents, may be found in Pennsylvania, Alabama, Indiana, Aarkansas, Mississippi, and elsewhere.

I will, in my next paper, discuss further the relation of client and attorney in this matter of collections.

SHOULD CAPITAL PUNISHMENT BE ABOLISHED?

As civilization displaces barbarism and culture and enlightenment grow upon the ruins of superstition, great changes take place in the laws, customs, and motives of organized society. So, in the field of *crime* and *punishment* for crimes, we find, in the more civilized communities, a decided change from the methods of barbarism; and especially is this true as regards the recognized motives for and objects of punishment. In the dark ages of savagery and barbarism, and the middle ages of semi-barbarism and awakening civilization the motive for punishment was almost invariably