

CARRIERS CONDITIONS AS TO PUNCTUALITY.

via Leeds, Midland Railway, and Barrow, which was printed on the tickets, and it was further stated that they were "issued subject to regulations in time-tables." Now, on the outside of the defendants' time-table appeared the following, "Notice.—The hours or times stated in these tables are appointed as those at which it is intended, so far as circumstances will admit, the passenger-trains should arrive at and depart from the several stations; but their departure or arrival at the times stated, or the arrival of any trains passing over any portion of the company's lines in time for any nominally corresponding train on any other portion of their line, is not guaranteed; nor will the company, under any circumstances, be held responsible for delay or detention, however occasioned, or any consequences arising therefrom. The issuing of tickets to passengers to places off this company's lines is an arrangement made for the greater convenience of the public; but the company will not be held responsible for the non-arrival of this company's own trains in time for any nominally corresponding train on the lines of other companies, nor for any delay, detention, or other loss or injury whatsoever which may arise therefrom, or off their lines." At the end of the time-bills there was a number of pages entitled "Connection with other Railways," and from one of those pages, headed "Through Communication between the North-Eastern Line and Ireland, Belfast via Leeds and Barrow," it appeared that the 2.11 p.m. train should arrive at Leeds at 4.45, and leave there at 5.10 by the Midland Company's line. Thus, there would have been twenty-five minutes spare time had the North-Eastern train been punctual; but instead of arriving at Leeds at the time stated, the train did not arrive till 5.22—thirty-seven minutes late. In consequence, the plaintiff missed the 5.10 p.m. Midland train, was unable to proceed to Belfast that night, and had to put up at a hotel at Leeds. The action was brought, accordingly, to recover the expenses to which he had been put; and the County Court Judge, holding that there was an implied contract that the defendants would use reasonable efforts to insure punctuality, and that the defendants had failed to show that the delay arose from no want of such reason-

able efforts, gave judgment in favour of the plaintiff.

From the report in the August number of the *Law Journal*, it appears that a special case was then stated by way of appeal on the part of the defendants, who contended that the words, "nor will the company, under any circumstances, be held responsible for delay or detention, however occasioned," as well as the other portions of the conditions, were amply sufficient to exempt the defendants from all liability. But, said *Meek*, for the plaintiff, the words "intended as far as circumstances will admit" clearly indicate an intention on the part of the company not to exclude themselves from all liability, the result of which exemption would be that they could start their trains as and when they liked. And no doubt if the words were apt for the purpose, the company might enjoy the advantage of such a condition: *Haigh v. Royal Mail Steam Packet Co.*, 52 L. J. Q. B. 640. Had they done so? was the question—the contract being collected from the ticket, the time tables and the conditions: *Le Blanche v. The London and North-Western Ry. Co.*, 1 C. P. D. 286. In other words, had they said, in effect, our trains will start and arrive as and when we like, and we shall be liable for nothing? "The hours or times stated in these tables are appointed as those at which it is intended," etc. "Intended" shows that was their intent, submitted *Meek*. Not so, held Huddleston, B.; they mean to say, "we intend to do so, if we can, but we do not intend to be bound by it"; or, as Wills, J., put it, "we intend, and we hope, and we mean, as far as circumstances will permit, to keep these times; but, mind you, we do not guarantee anything." But, may it not be said, the intention was "as far as circumstances will admit," which is in consistent with liberty reserved to start and arrive as and when the defendants chose, and the consequent exemption from all liability; and if so, should not the subsequent unlimited indulgence reserved to the company give way to the effect of the precedent clause? *Le Blanche v. The London and North-Western Ry. Co.*, *ubi supra*. But the Court felt unable to get over the effect of the subsequent terms, and strong enough they certainly were. We find them severally paraphrased by Huddleston, B.:—"We