

The Legal News.

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APPEALS IN ENGLAND.

Statistics show that there is about the same degree of uncertainty everywhere as to the ultimate fate of cases appealed. A Parliamentary return just issued states that the number of decrees and orders made by the Master of the Rolls, the three Vice-Chancellors, and Mr. Justice Fry, being all the judges of the Chancery Division of the High Court of Justice in England, appealed against since the 1st January, 1877, up to the 11th March, 1878, were 253. Of these, 147 were affirmed, and 106 were reversed or materially varied.

RESPONSIBILITY OF CARRIERS.

The case of *Allan and Woodward*, in the present issue, involved two points of some interest to travellers. The first was as to the effect of a condition, printed on the back of an ordinary passenger ticket for an ocean voyage from Liverpool to Portland, stipulating that the carriers should be free from all responsibility for safe keeping of the passengers' baggage. The condition in the present instance was in these words:—"It is expressly agreed between the passengers within named and the Montreal Ocean Steamship Company, that the latter is not responsible for the safe keeping during the voyage, and delivery at the termination thereof, of the baggage of said passengers." The Company, on being sued by Miss Woodward, a passenger, who, on reaching her home in Sherbrooke, discovered that the greater portion of the contents of her trunk had been abstracted, urged with considerable earnestness that by the conditions of the ticket they were relieved from all responsibility.

The articles of the code regulating the subject are 1672, 1676, 1802 and 1814. Article 1672 says: "Carriers by land and by water are subject, with respect to the safe-keeping of things entrusted to them, to the same obligations and duties as inn-keepers, declared under the title "Of Deposit." Referring to Art. 1814, we find the obligations of inn-keepers thus de-

finied: "Keepers of inns, of boarding houses, and of taverns, are responsible as depositaries for the things brought by travellers who lodge in their houses." And the depositary (by Art. 1802), "is bound to apply in the keeping of the thing deposited, the care of a prudent administrator." Art. 1676 says: "Notice by carriers, of special conditions limiting their liability, is binding only upon persons to whom it is made known; and, notwithstanding such notice and the knowledge thereof, carriers are liable whenever it is proved that the damage is caused by their fault, or the fault of those for whom they are responsible." The Court of Appeal do not appear to have attached any importance to the notice, and it must be presumed they did not think it had been brought to the knowledge of the passenger, within the meaning of Art. 1676. The company did not put the question to Miss Woodward, whether she had read the condition; they contented themselves with proving that she could read, and that the ticket remained in her possession several months. It may be that even if such notice had been proved the result would not have been different, the case falling under the latter head of the article, namely, a loss caused by the fault of persons for whom the Company was responsible. The judgment of the Court below, which was confirmed in appeal, held the loss to have occurred through the want of care of the carriers. That is to say, the notice had no effect one way or the other, and the Company was held liable as not exercising the care of a prudent administrator.

In appeal, two of the judges dissented, on the ground that the loss was not proved to have occurred during the voyage, and this, of course, would take away any right of action against the carriers. This brings us to the second point—the proof of loss. The majority of the Court admitted that the proof made by the plaintiff was somewhat weak, because it was not established very clearly that the trunk remained intact from the moment of its arrival at Portland until it reached the residence of the plaintiff. But the Court attached great importance to the fact that when the trunk was opened on board ship before reaching Portland, it bore traces of having been tampered with, and it was held that a presumption was thereby created that the theft had then been commit-