

TRAVELLING BY RAIL.

don, B. & S. C. R. W. : Butcher v. London & S. W. R. W. 16 C. B. 13.

It has been held in England that when there is one entire contract to carry a passenger and his baggage partly by land and partly by sea, the contract is divisible, and that as to the land journey the carrier is within the protection of the Carrier's Act (11 Geo. IV. c. 4 and 1 Wm. IV. c. 68.) So that a man travelling from Jersey to London, having lost a chronometer in the cars at Southampton, sued in vain for compensation, he not having complied with the requirements of the Act: *Le Conteur v. London & S. W. R. W.* L. R. 1 Q. B. 54.

A railway company's liability sometimes extends beyond its own lines; for if they undertake the transportation of goods, and book them for a place beyond the terminus of their road, they will be liable for a loss, though it occurs while the goods are in transit over the rails of another company, to whom they transferred them, and necessarily so, for conveyance to the place of destination: *Muschamp v. Lancaster & Preston Junction R. W.*, 8 M. & W. 421; and see also *Scothorn v. South Staffordshire R. W.*, 8 Ex. 341. The receipt of the goods so to be carried is *prima facie* evidence of the liability of the company: *Watson v. Ambergate, N. & B. R. W.*, 15 Jurist 448. These decisions have been followed in several American cases, but latterly some of the courts in that republic have held, that the responsibility is only *prima facie* and may be controlled by general usage among carriers, whether such usage be known to the person sending or not; and Patterson J., in *Watson v. Ambergate, N. & B. R. W.* said that the company were liable unless the facts shewed that their responsibility had determined.

The liability of the company may be controlled by special agreement, as *modus et conventio vincunt legem*; so where the

South Eastern R. W. Company had upon their through tickets from London to Paris, the words "The S. E. R. W. Co. is not responsible for loss or detention of, or injury to luggage of the passenger travelling by this through ticket, except while the passenger is travelling by the S. E. R. W. Co.'s trains or boats;" and the plaintiff took such a ticket, though he signed no memorandum—his portmanteau being lost between Calais and Paris on a French line, he sued the S. E. Company in vain, they being protected by the conditions on the ticket. However harsh it may appear in practice to hold a man liable by the terms and conditions which may be inserted in some small print, upon the ticket which he gets at the last moment, after he has paid his money, and when nine times out of ten he is hustled out of the place at which he stands to get his ticket by the next comer; however hard it may appear that a man shall be bound by conditions which he receives in such a manner as this, and, moreover, when he believes that he has made a contract binding upon the company to take him, subject to the ordinary conditions of the general contract, to the place to which he desires to be conveyed,—still we are bound, on the authorities, to hold that when a man takes a ticket, with conditions on it, he must be presumed to know the contents of it, and must be bound by them: Cockburn, C. J., in *Zunz v. South East. R. W.*, L. R. 4 Q.B. 539. A contract entered into with a common carrier by the party who delivers the goods to be carried, which exempts the carrier from all liability for any loss occasioned by his negligence, is binding upon the parties: *Carr v. Lancashire & Yorkshire R. W.*, 7. Ex. 707; and see *Austin v. Manchester, Sheffield & Lincoln R. W.*, 10 C. B. 454.

Where a company is in the habit of receiving passengers at the station of another railway for transportation on their