

TRAVELLING BY RAIL—JUDGES' REPORT ON THE GOODHUE BILL.

servants in the carriage in which he is travelling, the company's contract to carry it safely is subject to an implied condition that the passenger takes ordinary care of it, and if his negligence causes its loss, the company are not responsible. So where a passenger whose portmanteau had been placed at his request in the carriage with him, got out at an intermediate station on his journey, and having negligently failed to find the same carriage again, finished his journey in a different one: the portmanteau having been robbed during the latter part of the journey by persons in the carriage without any negligence of the railway company; it was *held*, that the railway company was not responsible for the loss, any more than if the passenger had upon some false alarm thrown his property out of the carriage window.

In giving judgment in *Le Conteur v. London and South Western R. W. Co.*, L.R. 1 Q.B. 54, Cockburn, C. J., said, "I cannot help thinking we ought to require very special circumstances indeed, and circumstances leading irresistibly to the conclusion that the passenger takes such personal control and charge of his luggage as to altogether give up all hold upon the company, before we can say that the company, as common carriers, would not be liable in the event of the loss."

(To be continued.)

JUDGES' REPORT ON THE GOODHUE BILL.

As premised last month we now publish the report made by the heads of the three Courts on the Bill to declare and determine the true meaning and intention of the Act to confirm the distribution of the Estate of the Hon. George Jervis Goodhue, deceased. The Bill and petition for it were submitted to the Judges composing the Commission appointed under 34 Vict., chap. 7, the Commission consist-

ing of all the Judges, including the Chief Justice of Appeal, except Mr. V. C. Blake, who was raised to the Bench since the Commission issued. Though the Report is signed only by the Chancellor and the Chief Justices of the Courts of Queen's Bench and Common Pleas, it is understood that all the Judges concurred in the views expressed in the Report. It is a weighty, logical and convincing document, worthy of the high reputation of those whose names are appended to it, whilst the whole circumstances of the case are evidence of the wisdom of the Act under which the Report was made. Many of the observations are of general application, and condemnatory of the pernicious principle which the passage of such an Act would countenance. Much stronger language than is used on this point would not have been inappropriate. But the Judges, properly enough perhaps, did not think fit to travel out of the record or to express opinions as to matters which it might have been said were rather of general import than submitted to them in this particular case. Our readers are doubtless sufficiently familiar with the facts of the case to follow the Report without further explanation. It is dated at Osgoode Hall, 11th February, 1873, and reads as follows:—

"The undersigned judges, who have considered the Estate Bill (No 132), intituled 'An Act to declare and determine the true meaning and intention of an Act intituled, "An Act to confirm the deed for the distribution and settlement of the estate of the Honourable George Jervis Goodhue, deceased," forwarded to the judges under the Provincial Statute 34 Vict. cap. 7, to report thereon, beg leave to submit the following observations relative thereto:—It being the peculiar duty of the judges to interpret the Acts passed by the Legislature, and to expound their meaning, they can only do so by reference to the language used in framing these Acts of Parliament; they can know nothing of the intention of the Legislature, save from the language in which the Acts passed by them are expressed. A Court of competent jurisdiction having, by its judgment, declared the meaning of an Act of