

emprunt n'est point justifié et que le capitaliste a dû connaître la situation légale de son emprunteur.

Et la nullité de cet emprunt peut être demandée par celui qui poursuit la nomination du conseil.

MAY RAILWAY COMPANIES EXPEL PASSENGERS ?

One of the most annoying incidents in a railway journey is the loss of a ticket; and it is made more acute by the arbitrary manner which railway officials assume in virtue of the accident. Even if the passenger, as too often happens, to save trouble, pay his fare over again, he is treated with impatience by the ticket-collector and with black looks by his fellow-travellers, who are being delayed. If he does not pay, or is without his purse, unless he is a very well-known person, the usual course hitherto has been to turn him out of the carriage with ignominy, detain him until his train has gone, and leave him stranded away from his destination. It has been an article of faith with railway officers, from the chairman to the ticket-collector, that this way of dealing with the matter is just and lawful, and the railway solicitor when appealed to has whispered the comforting words, *Wood v. Leadbitter*. The case of *Butler v. The Manchester, Sheffield, and Lincolnshire Railway Company*, 57 Law J. Rep. Q. B. 564, in the Court of Appeal, will rudely dispel these notions, which were sufficiently rooted to be accepted by Mr. Justice Manisty at the trial at Leeds. All the judges of the Court of Appeal agree that *Wood v. Leadbitter* has no application whatever, and that the company's by-laws, even assuming them to have any force, do not authorise turning passengers adrift. The decision turned entirely on the meaning of the by-laws, and assumed, by way of argument, a great deal in favour of the railway company which is not law. The only word said in favor of them was by Lord Justice Lindley, who confessed a doubt whether railway companies are not occasionally placed in great difficulties by reason of the unscrupulousness of some persons, and reserved his opinion whether a by-law might not be framed to justify them in doing what was done in the present case. As to

this doubt, it is not shared by Lord Justice Lopes; and as to the difficulties in which railway companies are placed, it is not easy to see them. If a fraud is being committed, they no doubt have a right to act as they do, but, like everyone else, if they make a mistake they must take the consequences.

The facts of the case were of a very familiar type in railway litigation. Mr. Butler paid the company half-a-crown for a ticket from Sheffield to Manchester and back by an excursion train. He gave up one half, and on his return-half being demanded he found himself without it. Mr. Butler gave the ticket-collector his name and address and explained the facts, but would not pay the 3s. 5d. demanded of him, being the full third-class fare from Manchester to Sheffield. Thereupon he was removed from the carriage, detained for some time, and eventually turned off the company's premises. The ticket had on it the usual 'See back,' supplemented by an indorsement that it was issued subject to the conditions contained in the company's timetables, which duly displayed the familiar series of by-laws. Among these was, of course, the intimation that any traveller without a ticket shall be required to pay the fare from the station whence the train originally started. This by-law appears to be still sanctioned by the Board of Trade, although it is obviously unreasonable and contrary to law, and has been so pronounced. It never could have been the intention of Parliament to allow railway companies to fine a passenger who travels from Willesden to Euston to the extent of the fare from Edinburgh. The continued vitality of this by-law is an illustration of the helplessness of the travelling public in the hands of the railway companies. Even if it were reasonable, it would not be binding on the passenger as part of the contract, as it is equally well established that taking a ticket with a mere reference of this kind does not incorporate the by-law in the contract. These points were not dwelt upon in the judgment of the Court, but if possible a still weaker point in the company's case was fixed upon—namely, that the by-law did not profess to authorise the removal of a passenger as a penalty for its infringement. Such an authority was professed to be