

DIGEST OF ENGLISH REPORTS.

servants in the second train, they being unable to show tickets. *Held*, that the defendants, having contracted with the plaintiff, and delivered to him the tickets, could not justify their refusal under the by-law.—*Jennings v. Great N. Railway Co.*, Law Rep. 1 Q. B. 7.

2. A by-law of a railway company, that no person shall enter a carriage without having paid his fare, and obtained a ticket, which he is to show and deliver upon demand; and that any one, not so showing or producing his ticket, shall pay the fare from the place whence the train originally started, or forfeit not exceeding forty shillings, does not apply to a passenger who has not paid for and obtained a ticket, if he has no intention to defraud the company; and, if it did apply, it would be void under 8 Vic. c. 20, §§ 103, 109.—*Dearden v. Townsend*, Law Rep. 1 Q. B. 10.

3. The defendants, a railway company, carried on the business of common carriers off their line. They charged an equal rate for carriage on their line between their termini. They also collected at one terminus, carried on their line, and delivered at a place distinct from, and at some distance beyond, their other terminus; and for this they charged an equal through rate. *Held*, that the carriage beyond the second terminus was not auxiliary to their business as railway carriers, and that the plaintiffs could not deduct the cost of this carriage, and of collection at the first terminus, from the through rate, and have their goods carried between the termini for the difference.—*Baxendale v. London & S.W. Railway Co.*, Law Rep. 1 Ex. 137.

4. If a railway company is forbidden by statute to charge different rates to different persons, and is in the habit of charging on any consignment of goods made to one person, though consisting of distinct parcels, a tonnage weight on the aggregate weight of the whole, the fact that, of goods so consigned to one person, and distinctly addressed to him, some articles had also written conspicuously upon them the names of the persons to whom the consignee intended to deliver them, does not entitle the railway to charge separately for those on which such names were different.—*Baxendale v. London & S.W. Railway Co.*, Law Rep. 1 Ex. 137.

5. The plaintiff having obtained a verdict against the defendants for the amount charged to and paid by him for the carriage of goods more than was charged to others, but the defendants continuing to make the same charges, and receive the same sums as before, the plaintiff brought a new writ, to recover for money paid during a later period; and applied, under

the Common Law Procedure Act, §§ 79, 82, for an injunction to restrain the defendants from charging him otherwise than equally with others. *Held*, that the court would not exercise their statutory power to grant an injunction.—*Sutton v. S. E. Railway Co.*, Law Rep. 1 Ex. 32.

6. If A. has arranged orally with a railway company to carry cattle for him to E. on their line, and thence, by a connecting line to K.; and has, at the same time, signed, without noticing its contents, a consignment note by which the cattle are directed to be taken to E., parol evidence is admissible to show an agreement to carry on to K., as it only supplements the contract.—*Malpas v. London & S.W. Railway Co.*, Law Rep. 1 C. P. 336.

7. The plaintiff sent goods from M., by the defendants' railway, to his traveller at C., the delivery of which, was, by the defendant's negligence, delayed till the traveller left C., and the profits which would have been derived from a sale at C. were lost. *Held*, that such profits could not be recovered as damages.—*Great W. Railway Co. v. Redmayne*, Law Rep. 1 C. P. 329.

8. If a carrier parts with goods to a consignee, after notice of stoppage *in transitu*, damages can be recovered in equity under Sir H. Cairns's Act.—*Schotsmans v. Lancashire & Yorkshire Railway Co.*, Law Rep. 1 Eq. 349.

9. An entire contract, to carry partly by land and partly by sea, is divisible; and, as to the land journey, the carrier is within the protection of 11 Geo. IV., & 1 Wm. IV. c. 68.—*Le Conteur v. London & S. W. Railway Co.*, Law Rep. 1 Q. B. 54.

CASES OVERRULED AND DOUBTED.

Goods of Alexander, 29 L. J. (P. M. & A.) 93.
Goods of Hallyburton, Law Rep. 1 P. & D. 90.
Marc v. Underhill, 4 B. & S. 566. *Wood v. De Matos*, Law Rep. 1 Ex. 91. *Willis v. Pluskett*, 4 Beav. 208. *Sanders's Trusts*, Law Rep. 1 Eq. 675. *Wythe v. Henniker*, 2 My. & K. 635. *Lord Lilford v. Keck*, Law Rep. 1 Eq. 347.

CATTLE.

Driving a van with horses, in which calves are being conveyed to market, is not within a statute which forbids any drover, or other person, from "conducting or driving" any cattle through the streets on Sunday.—*Triggs v. Lester*, Law Rep. 1 Q. B. 259.

CHAMPERTY.

A. having executed a conveyance of real estate to B., which was liable to be set aside on equitable grounds, afterwards made a voluntary settlement of the same on himself for life, re-