

THE LAST EVIDENCE ACT OF ONTARIO—TRAVELLING BY RAIL.

proceeding. But where it may follow by the direct legal consequence of the offence, it would involve the anomaly of making the offence civil or criminal according to the preliminary view which the magistrate chose to take of the complaint" (p. 29.)

The next section repeals sub-section (e) of section 5 of the Evidence Act of 1869, and the last section, which was added, we believe, in committee provides that in suits by or against the representatives of persons deceased, the evidence of the opposite party in respect of any matter occurring before the death of such deceased person shall not be sufficient to obtain a verdict upon, unless it be corroborated by some other material evidence. Till quite recently, this might be said to be the well understood rule of the English and Irish Courts. It has been decided again and again that the Court is not prone to act on evidence of conversations with a deceased person, and will never give a plaintiff anything upon his own uncorroborated statement against another after that other's death: See *Rogers v. Powell*, 38 L. J., N. S.; *Hartford v. Power* Ir. L. R., 3 Eq. 602; and see the cases cited in *Northwood v. Keating*, 18 Gr. 669. In one of the cases there noted *Grant v. Grant*, 34 Drew 623, the Master of the Rolls laid it down broadly that the Court will not act upon the unsupported testimony of a claimant upon the estate of a person deceased. To this, however, exception has been taken by Wickens, V. C., who says in *Browne v. Collins*, 21 W. R. 222, that he considers such evidence though unsupported, admissible, and that in giving effect to it, the nature of the case and a great many other circumstances may very much affect the feeling of the Court, as a jurymen, on the subject.

TRAVELLING BY RAIL.

[CONTINUED.]

As a general rule, which however has exceptions as every other general rule, it may be assumed that carriers—including Railway Companies—are bound, generally speaking, either to make actual delivery of the goods carried by them, or to give notice to the consignee of their safe arrival and afford him reasonable time and opportunity to see to his property and provide for his own interests, before the responsibility for the safety of the goods which rests upon them terminates: *Macaulay, J. in McKay v. Lockert*, 4 O. S. 407. And this doctrine was affirmed by *Draper, C. J., in O'Neill v. Great Western R. W.*, 7 C. P. 207. But when the Company has nothing further to do with the goods as carriers, they have no further responsibility attaching to them as such. *Shepherd v. Bristol and Exeter R. W.*, L. R. 3 Ex. 189. And where a company received goods in Buffalo to be carried by them as common carriers to Brantford, and at Brantford the goods were burnt up with the bonded warehouse in which they were stored under control of the Company, the defendants, the Court of Common Pleas held that the defendants' liability as common carriers had ceased upon the goods being stored in the warehouse, where, in the contemplation of the parties, they were to be placed, and that they then became liable as warehousemen, and were therefore not liable as common carriers for the loss sustained by the plaintiff; nor were they bound to give plaintiff notice of the arrival at Brantford station, as the plaintiff was not entitled to demand or receive them except through the custom-house officer: *Bowie v. Buffalo, Brantford and Goderich R. W.*, 7 C. P. 191. In *O'Neill v. Great Western R. W.*, 7 C. P. 207, and *Inman v. Buffalo and Lake Huron R. W.*, 7 C. P. 325, it was clearly laid down that in case of bonded goods the Railway Com-