RAILWAY COMPANY—PASSENGER—TICKET, FAILURE TO PRODUCE—CONDITION INCORPORATED BY TICKET—FORCIBLE REMOVAL FROM TRAIN—ASSAULT.

Butler v. *The Manchester and Sheffield Railway Co.*, 21 Q. B. D. 207, is an important decision on a question of railway law. The plaintiff was a passenger on the defendants' railway. The ticket issued to him incorporated, by reference, certain conditions published in the defendants' time-tables, one of which was that a passenger should show and deliver up his ticket to any duly authorized servant of the company when demanded, and any passenger travelling without a ticket, or failing to produce or deliver it up when required, should pay the fare from the station whence the train originally started. The plaintiff lost his ticket, and being unable to produce it when required, was required to pay the fare from the place where the train had started, and on his refusing to do so was forcibly removed from the train, no more force being used than was necessary. The action was brought for assault, and was tried before Manisty, J., and a jury, and a verdict was rendered for the plaintiff for £25; but Manisty, J., directed judgment to be entered for the defendants, holding it to be an implied term of the contract, that on failure to produce his ticket, the plaintiff might be removed from the train. The plaintiff appealed; and it was held by the Court of Appeal (Lord Esher, M.R., Lindley and Lopes, L.JJ.) that the contract between the plaintiff and defendants did not by implication authorize the defendants to remove the plaintiff from the train on his failing to produce a ticket, and refusing to pay the fare, as provided by the condition; that the defendants were not justified in so removing him, and that the action was therefore maintainable. Without actually deciding the point, Lord Esher, M.R., expressed a doubt whether, under the authority of *Saunders* v. *South-Eastern Railway Co.*, 5 Q. B. D. 456, the condition incorporated on the ticket was not unreasonable, and therefore not binding on the plaintiff. At all events he was of opinion that even if it were binding, it only gave the defendants the right to proceed against the plaintiff for the amount of his fare, and did not justify his forcible expulsion from the train. By C. S. C. c. 109, s. 25, s.s. 9, and R. S. O. c. 170, s. 41, s.s. 10, express power is given to expel a passenger from a train on his refusal to pay his fare, but it is open to question whether these provisons would warrant the expulsion of a passenger who had paid his fare, but lost his ticket. This case would seem to show that they would not.

NEGLIGENCE—DANGEROUS PREMISES—VOLENT NON FIT INJURIA.

Osborne v. *London and North-Western Railway Co.*, 21 Q. B. D. 220, was an action brought against a railway company to recover damages for injuries sustained by the plaintiff by falling on steps leading to the defendants' railway station. These steps the defendants had allowed to be slippery and dangerous. There was no contributory negligence on the part of the plaintiff, but there were other steps which the plaintiff might have used, and he admitted that he knew the steps in question were dangerous, and went down carefully holding the handrail. Under these circumstances it was contended by the defendants that the maxim ***volenti non fit injuria*** applied, and that they were not liable; but the