

the court considered the more reasonable rule to be that "notwithstanding the caution of the magistrate, it is necessary to go further in the case of a second confession, and to inform the party that the first statement cannot be used to his prejudice; not merely to caution him not to say anything to injure himself. If, after the prisoner has been cautioned and his mind impressed with the idea that his prior statement cannot be used against him, he still thinks fit to confess again, the latter declaration is receivable." But if the Judge was satisfied that the promise of favour made by the prosecutor to the prisoner influenced him to make the confession, which was given in evidence, and continued to act upon his mind, notwithstanding the warning of the coroner, then he was right in telling the jury to reject the confessions.

PASSENGERS BY RAILWAY.

Railway companies are considered fair game in a general way, but they have their rights like other corporations, and there is an item of information with reference to the potency of the conditions on excursion and other tickets which it may be interesting to notice. The plaintiff in the case of *Farewell v. Grand Trunk Railway Company*, decided in the Court of Common Pleas, purchased a ticket which was stated to be a return ticket from Oshawa to Toronto and back, but it was specified that it was "good for day of date and following day only." The plaintiff proceeded to Toronto upon the ticket, but did not return for about six days after the time mentioned on the ticket had expired. He presented this ticket to the conductor on his return, who however refused to accept it, and upon the plaintiff refusing to pay his fare, the conductor put him off at the next station; whereupon the plaintiff brought his action. The question came up on demurrer to the pleadings and the court held that the ticket constituted a valid contract between the parties and that the terms of it were binding. The bargain was also thought to be a reasonable one and not prohibited by any law or statute. But though taking a ticket with an express stipulation upon it has the effect of making a special contract between the parties, the mere fact of buying and using one does not prove a contract or duty that the train will be at the station at the time the passenger expects it, or at the time a railway official says it will be.

When therefore a passenger missed a train from incorrect information given him by a porter it was held to be essential to prove the contract by a time table. The ticket was, if anything, only evidence of a part of the contract, which should have been completed by the production of the time table in evidence. (*Hurst v. Great Western Railway Company*, 13 W. R. 950.)

The statute very properly provides that the conductor shall wear a badge of his office upon his hat or cap and shall not without such badge be entitled to demand fare or ticket, &c. And there is no doubt that if he (not wearing his badge of office) should put any person off the cars for refusing to pay fare &c., he, as well as the company, would be guilty of trespass. The statute however says nothing as to wearing the hat or cap on his head, or in any other conspicuous part of his person. *Quare* therefore as to the position of a refractory passenger if the conductor should wear the necessary badge, but keep his hat or cap in his pocket, or turn it inside out &c.

DIVISION COURTS ACTS, RULES AND FORMS.

Mr. O'Brien's book of practical and explanatory notes on the Division Courts Acts, Rules, &c., is completed, and is in the hands of the printer for publication. It comprises all the acts and portions of acts in any way affecting procedure in Division Courts, or the duties of Division Court officers; together with the Rules of practice and Forms, now we believe out of print, together with other forms of practical value; the whole being supplemented with numerous notes, which will doubtless be of great aid in elucidating and eventually helping to settle the practice of these now important courts.

The efforts of the Lower Canada section of the House of Assembly, to carry us back to the "dark ages" of commerce, are admirable for their persistency, if for nothing else. The oft repeated endeavour to limit the rate of interest upon money by Legislative enactment has again been made. Experience, argument, and public opinion, seem equally to fail in convincing a prejudiced and retrogressive party. They are even impervious to ridicule. We cannot but think that the common sense of the House will again prevail.