

delayed in his journey would naturally incur at his own cost if he had no company to look to, he ought to be allowed to incur at the cost of the company if he has been delayed through a breach of contract on the part of the company, but that it is unreasonable to allow a passenger to put the company to an expense to which he would not think of putting himself if he had no company to look to."

One of the more recent cases is that of *Woodgate v. The Great Western Railway Company*, 1 Times Rep. 133; 51 L.T. Rep. 826. There the plaintiff on Christmas Eve had taken a first-class ticket, on which was a reference to the regulations on the company's time-tables, from Paddington to Bridgnorth, the junction being at Hartlebury. The regulations referred to stated that the company would not be responsible for any delay, unless upon proof that it arose from the wilful misconduct of the company's servants, but that it was to be understood that the trains would not start from the various stations before the appointed time. The traffic was great, there was a fog, there was a stoppage, and the line was blocked. Under these circumstances the train reached Hartlebury too late for the junction train, and the plaintiff was sent on by a second-class carriage attached to a goods train, arriving at his destination about four hours late. The plaintiff then sued the company for damages, and obtained from Judge Stonor judgment for 10s. for his detention, and another 10s. for the delay and annoyance of his being sent on in a second-class carriage in a slow goods train. The company took the case to the Divisional Court, and Mr. Justice Hawkins and Mr. Justice Smith held that the County Court judge was wrong, as such an action as the one before them was precluded unless there was wilful misconduct, and of that there was no evidence.

In *The Great Western Railway Company v. Lowenfeld* His Honor was of opinion that the detained passenger was not entitled to have a special train at the company's expense just to join his friends earlier than he would otherwise be able to do, but gave him £2 as reasonable damages for the inconvenience of his detention, besides allowing him 17s. for the portion of his railway fare from Bristol to Teignmouth and 3s. for telegrams to his family. The company were allowed full costs, while only the costs of the counterclaim on the amount recovered were allowed to the defendant. Two good rules may be deduced from these cases for the guidance of passengers in regard to their legal rights: (1) Before taking proceedings, aggrieved passengers should see that the company have not contracted themselves out of liability for the unpunctuality in question; (2) before hiring any vehicle, or taking a special train, which it is intended to charge to the company, they should ask themselves if they would have hired or taken one if detained by their own default.

A good illustration of the second rule would be found in trying to imagine what the defendant in the recent case would have done if the train had started punctually after a ten-minutes' stop at Swindon, and he had been left behind in consequence of his own default. Would he have taken a special train?—*Law Journal*.