

TRAVELLING BY RAIL.

Great Western R. W. Co., 24 U.C. Q. B. 504.

If one has left the train in which he started on his journey, the fact that he has subsequently entered another train and travelled over a part of the remaining distance without being required to pay fare by the conductor in charge, does not prejudice the company or renew the contract: *Dietrich v. Penn. A. R. R. Co.*, *ubi sup.* In this last case Agnew J. guarded his meaning by saying that there might be exceptions to the general rule, where from misfortune or accident, without his fault, the transit of the passenger is interrupted, and where he resumes his journey afterwards.

Great care should be taken of the ticket. "It is plain by law that a passenger is not obliged to purchase a ticket before he enters the company's cars, he may pay the conductor, if he pleases, the fare. If the passenger pays and receives a ticket, then he accepts the ticket upon the condition that he will produce it and deliver it up when required by some duly authorized person, and in such case it is part of the contract." If a traveller having previously paid the fare and obtained a ticket, loses it, the conductor, (unless he has knowledge of the facts), is justified in demanding payment of the fare, and, in case of refusal, in putting such passenger off the cars: *Duke v. Great Western R. W. Co.*, 14 U.C. Q.B. 377. As the late Chief Justice Robinson remarked in this case, "It may seem hard to a man who has lost his ticket, or perhaps had it stolen from him, that he should have to pay his fare a second time; but it is better and more reasonable that a passenger should now and then have to suffer the consequences of his own want of care, than that a system, (the system of issuing tickets as now in vogue), should be rendered impracticable which seems necessary to the transaction of this important branch of business. It is not for

the sole advantage, or for the pleasure and caprice of the railway company that these things are done in such a hurry. The public, whether wisely or not, desire to travel at the rate of four or five hundred miles a day, and that rapidity of movement cannot be accomplished without peculiar arrangements to suit the exigency which must sometimes be found to produce inconvenience. If the passenger in this case, who I have no doubt lost her ticket, could claim as a matter of right to have it believed on her word that she had paid her passage, everybody else in a similar case must have the same right to tell the same story and to be carried through without paying the conductor, and without shewing to him a proof that he had paid any one."

If a railway passenger, holding a ticket entitling him to alight at a particular station, is carried past such station without his consent and without being allowed a reasonable opportunity of leaving the train, he has a right of action against the company for whatever damages may have accrued to him through his non-delivery at the place of his destination, at least it was so held by the Supreme Court at Illinois in *Illinois Central R. W. Co. v. Abell*, 8 C.L.J.N.S. 172. The ticket must be taken to be the contract between the plaintiffs and the defendant for the special purpose and upon the terms which are contained in it: *Farewell v. Grand Trunk R. W.*, 15 C.P. 427.

As accidents will happen even on the best regulated lines and baggage is frequently mislaid, stolen or lost, the law as to when, for what and to what extent companies are liable for passengers' baggage is consequently voluminous. *Shaw v. Grand Trunk R. W. Co.*, 7 C.P. 493, decided for this country that railway companies are not liable for the loss or destruction of merchandise carried by a passenger as luggage and for which he has paid no extra charge. In *Great North-*