

*Western Railway Company v. Lowenfeld* (ante p. 64). The plaintiff was a traveller in one of that company's trains to Teignmouth. At Swindon the trains are bound by contract between the company and the refreshment contractor to stop ten minutes, and on this particular occasion the defendant was informed by the servants of the company that the train would stop that time, but, as a matter of fact, it only stopped there seven minutes, and consequently the defendant was left behind. Being a wealthy man, he took a special train from Bristol to Teignmouth, for which he gave the stationmaster a cheque for £31 7s., which he afterwards stopped. The company sued him for this sum, and he counter-claimed for damages for his detention at Swindon and its consequences. The plaintiffs succeeded in their claim, but it was the counterclaim that called for special consideration. It was, in a case against the same railway company, decided in 1865 (*Hurst v. The Great Western Railway Company*, 34 Law J. Rep. C.P. 264; L.R. 19 C.B. 310) that they were not liable for the trains not arriving at the hour named in the time-table, their train-bills having given public notice that they did not guarantee the arrival or the departure of the trains at the times specified, and that they would not be liable for any delay that might occur. Public policy is certainly in favor of the decision of the Court of Common Pleas, as the state of the weather, and the lines, holiday crowding, and accidents must all affect the speed at which trains can go consistently with the safety of their passengers. In *M'Cartan v. The North-Eastern Railway Company*, 54 Law J. Rep. Q.B. 441, the County Court judge held that there was an implied contract that the railway company would use reasonable efforts to ensure punctuality, and that the company had not given a satisfactory explanation of the delay of thirty-seven minutes, through which the plaintiff missed a train on the Midland line running in connection with the North-Eastern. The defendants appealed, and Baron Huddleston and Mr. Justice Wills, sitting as a Divisional Court, reversed the decision of the County Court judge. On the outside of the company's time-table there was a notice stating, in effect, that they would not be liable for unpunctuality. The learned baron said, "We must look here at what is the contract; and the contract is to be collected from the ticket, the time-tables, and the conditions, and we must construe them with the best powers which we possess." The notice thus being part of the contract saved the company from any responsibility. *Le Blanche v. The London and North-Western Railway Company*, 45 Law J. Rep. C.P. 531; L.R. 1 C.P. Div. 286, is an instance of a passenger taking a special train from Leeds to Scarborough in consequence of his being brought to Leeds from Liverpool too late for the ordinary train for Scarborough, and then suing the company for the cost of it. The plaintiff won before the County Court judge and the Common Pleas Division, but the defendants prevailed in the Court of Appeal, who reversed the judgment of the court below, and directed that a new trial should be had, unless the plaintiff consented to the reduction of his damages to 1s. Lord Justice Mellish laid down a general rule than which Baron Cleasby said that he could suggest no better guide on the question of damage. It is this: "I think that any expenditure which, according to the ordinary habits of society, a person who is