

U. S. Rep.]

THE STATE v. THOMAS C. GOOLD.

[U. S. Rep.]

lative bodies and agreements to procure favours in the shape of contracts from the heads of departments. The introduction of improper elements to control the action of both, is the direct and inevitable result of all such agreements.

The same principle has also been applied, in numerous instances, to agreements for compensation to procure appointment to public offices. These offices are trusts, held solely for the public good, and should be conferred from considerations of the ability, integrity, fidelity and fitness for the position of the appointee. No other considerations can properly be regarded by the appointing power. Whatever introduces other elements to control this power, must necessarily lower the character of the appointments, to the great detriment of the public. Agreements for compensation to procure these appointments, tend directly and necessarily to their introduction. The law, therefore, from this tendency alone, adjudges them inconsistent with sound morals and public policy.

Other agreements of an analogous character might be mentioned, which the courts, for the same or similar reasons, refuse to uphold. It is unnecessary to state them particularly; it is sufficient to observe, generally, that all agreements for pecuniary considerations to control the business operations of the government, or the regular administration of justice, or the appointment to public offices, or the ordinary course of legislation, are void as against public policy, without reference to the question whether improper means are contemplated or used in their execution. The law looks to the general tendency of such agreements; and it closes the door to temptation by refusing them recognition in any of the courts of the country.

Judgment reversed, and the cause remanded for new trial.

SUPREME JUDICIAL COURT OF MAINE.

(From the American Law Register.)

THE STATE v. THOMAS O. GOOLD.

It is a reasonable regulation for a railroad corporation to fix rates of fare by a tariff posted on their stations, and to allow a uniform discount on these rates to those who purchase tickets before entering the cars.

A passenger, who has thus neglected to purchase a ticket, has no right to claim the discount, and if he refuses to pay to the conductor the fare established by the tariff, the conductor is justified in compelling him to leave the train at a regular station.

Peters, Attorney-General, for the State,
P. Barnes, for defendant.

The respondent was indicted for assault and battery, and a verdict of guilty was rendered against him. He was a conductor on the Grand Trunk railway. The company had established certain rates of fare, and had published the same by posting them on a sheet in their different station-houses. On this sheet was a notice that a discount of ten cents from these established rates would be made in favour of those passengers who should purchase tickets before entering the cars.

The complainant entered the cars without purchasing a ticket, and refused to pay the established rate, but insisted on the discount.

The conductor removed him from the car at a regular station. The assault and battery charged was for this removal.

The opinion of the court was drawn up by

KENT, J.—Railroad corporations have an undoubted right to fix and determine the rights of fare on their roads, within the limits specified in their charters or by existing laws. They have also an undoubted right to make reasonable regulations as to the time, place, and mode of collecting the same from passengers. They may reasonably require payment before the arrival of the train at the station where the passenger is to leave the cars. We see no reason to question their right to require payment in advance, to be made at a convenient office, and at convenient times; certainly, where there is no positive interdiction to entering the cars without a ticket, as in this case. There is neither hardship nor unfairness towards the passenger, who, ordinarily, can pay his fare and procure his ticket, without trouble or delay, at the office. But to the company it is something more important than mere convenience that such regulations should be enforced. It is important in simplifying accounts. It is important to promote and secure safety, by allowing time to the conductor to attend to his proper duties on the train, and which would be often seriously interfered with, if his time was taken up in collecting fares and exchanging money, and answering questions. It is highly important as a check against mistakes or fraud on the part of conductors, and as a guard against imposition by those seeking a passage from the station to another without payment.

In the case at bar, no absolute rule of exclusion was established. It appears from one statement of facts in evidence, that certain rates of fare were established by the company—that these rates were the regular rates, published in the tariff tables, posted in the stations of the company. It was the rate thus established that the passenger in this case was requested to pay. But he says that he was not bound to pay the sum thus fixed, because by the same rules and tariff a discount of ten cents was made from the rates to those persons who purchased tickets at the office before entering the train, and that this, in fact, created two distinct and different rates for the same passage.

If this were so, we are not prepared to decide that it would be an unreasonable or illegal exercise of the power given to the corporation. Assuming that it is reasonable to require prepayment and the production of a ticket, it would seem to be simply a relaxation of the rule, in favour of the passenger, to allow him to pass upon the payment of another rate, slightly advanced. If he neglected to avail himself of the opportunity offered to him to procure a ticket at the lower rate, he can hardly complain that he is allowed to proceed on the train, on the payment of the rate established for such cases, instead of being at once removed from the car.

In fact, however, in this case, but one rate was established, and that was the sum required in the cars. This was "the established fare," specified in our R. S., ch. 51, sec. 47. A discount of ten cents was made on these rates, if a ticket was purchased before entering the train. What right had this passenger to claim this