

un des cas où la loi prescrit au conseil de refuser la confirmation, cependant, le dit conseil avait, dans sa discrétion, encore le droit de ne pas l'accorder, que le conseil ne peut être recherché au sujet de la décision qu'il a prise de refuser de confirmer le certificat du dit Léon Roy ;

"Considérant que le règlement limitant à deux le nombre des licences pour vendre des liqueurs enivrantes, allégué en la défense, est suffisant, parait, par la copie produite, avoir été signé par le maire et le secrétaire-trésorier, et passé à une session du conseil, qu'il a été promulgué et est en force, et qu'il a été remis à l'officier du revenu, le tout tel que voulu, et que ce règlement, sous les circonstances, n'exigeait pas plus de formalités, et que le conseil avait raison de le prendre en considération pour refuser de confirmer le certificat du dit Léon Roy, attendu qu'il a confirmé deux autres certificats pour vendre des liqueurs enivrantes, et qu'il n'était pas nécessaire que le règlement distinguât les classes de licences, la volonté du règlement étant formellement exprimée que, de quelque classe que soit la licence, il ne pouvait y en avoir plus de deux qui permissent de vendre des liqueurs enivrantes ;

"Considérant, en conséquence, que la demande du dit Léon Roy, n'est pas fondée ;

"Renvoie le bref en cette cause qui a assigné la défenderesse à répondre à la demande contenue en la déclaration y annexée, et renvoie la dite demande, et condamne le dit Léon Roy à payer les frais à la défenderesse."

Taché & Taché, avocats du demandeur.

Chaloult & LeBel, avocats de la défenderesse.

CARRIER — PASSENGER — BAGGAGE DELIVERED TO PORTER TO ACCOMPANY PASSENGER.

COURT OF APPEAL.

LONDON, APRIL 13, 1886.

BUNCH V. GREAT WESTERN RY. Co. 17 Q. B.
DIV. 215.

The female plaintiff arrived at a station on the defendants' railway forty minutes before the starting time of her train. She had a bag

and two other articles of luggage, which a porter took into the station. She saw the two latter labelled, and told the porter she wished the bag to be put in the train with her, and asked if it would be safe to leave it with him. He replied that it would be quite safe, and she then went to meet her husband and get a ticket. They returned together in ten minutes and found that the two labelled articles had been put into the van but that the bag was not forthcoming. At the trial, the judge found that the porter had been negligent in not being in readiness to put the bag into the carriage on the return of the female plaintiff, and that the defendants were liable for its loss. Held (by Lord Esher, M.R., and Lindley, L.J., Lopes, L.J. dissentiente), that there was evidence to warrant the judge in finding that the bag was intrusted to the porter for the purpose of the transit, and not to be taken charge of while the journey was suspended, and that he was acting within the scope of his authority in taking charge of it.

Action for lost baggage. The opinion states the case.

LORD ESHER, M.R. In this case the question has been tried in the County Court, and upon that there was an appeal to the Divisional Court consisting of two judges, my Brothers Day and A. L. Smith, who differed in opinion ; and the latter, for the purpose of allowing the case to come to the Court of Appeal, withdrew his judgment, and the case is here by leave.

The question is, whether there was evidence before the County Court judge upon which he might reasonably find for the plaintiff. If there was such evidence, neither the Divisional Court nor this court is entitled to overrule the decision.

The evidence was that a ticket had been taken by the husband at Moorgate street by which he was to go to Paddington, and from there some distance into the country. His wife was to meet him at the station ; she brought the luggage, and when she arrived at the Paddington station, the three articles were taken by a porter into the station. She told him where they were to go, but said she wished the Gladstone bag to be put into the train, that is, into the carriage with her,