

TRAVELLING BY RAIL.

left on the open door to aid him in mounting the steps and entering the car. The guard without giving any previous warning forcibly closed the door. Fordham having his fingers where the door should meet the door plate, had them badly crushed. Both the Courts of Common Pleas and the Exchequer Chamber held that the guard was guilty of negligence to which Fordham had not contributed, and that consequently the defendants were liable for the damages: *Fordham v. London, Brighton, and South Coast Railway*, L.R. 3 C.P. 368 and 4 C.P. 619 Exch. Cham. Different, however, was the result of one Richardson's attempt to recover for injuries sustained while entering a railway carriage: his hand was upon the edge of the door; the porter having called out, "Take your seats—Take your seats," closed the door on Richardson's thumb: the Court held that the porter closed the door in the ordinary and proper exercise of his duty and that the accident was solely attributable to Richardson's own want of caution: *Richardson v. Metropolitan Railway Co.*, L.R. 3 C.P. 374 n.

Having escaped all accidents at the station and in entering the cars, and being now fairly *en route*, the next thing is to present your ticket to the conductor when he asks to see it; although, by the way, no conductor has a right to demand the tickets, or receive any fare, nor in fact can he exercise any of the powers of his office, or meddle or interfere with any passenger or his baggage or property, unless he has upon his hat or cap a badge indicating his office: Railway Act 1868, sec. 20. The learned judge in *Farewell v. Grand Trunk R. W. Co.*, 15 C.P. 427 points out that the statute has not provided that the hat or cap, when so badged, is to be or shall be worn upon the head: it assumes that such officers will or must have hats or caps, and that they will or must wear them, and wear them on the head, but

it does not enact that they *shall* do so. *Quære* as to the effect of a conductor having a badge on his cap and his cap in his coat-tail pocket? The ticket will probably be marked "Good for this day only, A. to B." This creates a contract on the part of the company, "to convey the holder in one continuous journey from A. to B., to be commenced on the day of issuing the ticket," and if the passenger alights at an intermediate station he forfeits all his rights under the ticket he holds and cannot claim to be carried on to his journey's end in a subsequent train without paying a new fare: *Briggs v. Grand Trunk R. W. Co.*, *sup.*, and *Dietrich v. Pennsylvania A. R. R. Co.*, 8 C. L. J. N.S. 202. It is no part of the contract that the company should suffer him to leave the train and resume his seat in another train at any intervening part of the road: *Slate v. Overton*, 4 Zabriskie 438. One Craig bought a ticket marked "good only for twenty days from date" from Buffalo to Detroit; after viewing the glories of thundering Niagara he took his seat in the afternoon accommodation train of the Great Western at the Suspension Bridge. This train ran on to London, but Craig for his own pleasure got out at St. Catharines and went to see the town. As the night express was going through he applied to be allowed to travel by it on the ticket he held, and on being refused sued the company. The Court, however, considered that the ticket bound the company to carry the plaintiff on one continuous journey from the Suspension Bridge to Detroit, giving him the option of taking any passenger train from the point of commencement, and if that train did not go the whole distance to be conveyed the residue in some other train—the whole journey to be completed in 20 days: but that it did not give the holder the right to stop at any or every intermediate station, as Mr. Craig contended: *Craig v.*