ence to the ordinary incidents of a railway journey, and by reference to what must be taken to have been in the contemplation of the parties when the contract of carriage was entered into." And again: "The truth is that no obligation is entered into by the railway company with reference to the exceptional and extraordinary circumstances affecting a particular individual. If the railway company were to be made liable for an assault under these circumstances, they would be liable for a murderous attack and for loss of life in consequence, and might be made responsible under Lord Campbell's Act." This does not appear to us to be a very satisfactory conclusion, and we confess we do not see any good reason why a railway company should not be held liable for injuries such as the plaintiff sustained, and which the defendants' servants, by the reasonable exercise of their authority, might have prevented. If the servants of a railway company may supinely stand by and permit one passenger to maltreat another without making the slightest effort for the protection of the person assaulted, as this case appears to decide, then it seems to us the law is very much at fault. A passenger, on entering the train to be carried, is surely entitled to expect that the company will use all reasonable efforts to maintain order and prevent violence and disorder during the journey. In the United States a different view has been taken of the duty which railway companies owe to their passengers, and one more in consonance with what we believe to be the exigencies of society. The rule laid down in *New Orleans, St. L. & C.R. Ry. Co.* v. *Burke*, 53 Miss. 200 (1878), was, that the person in charge of the train was bound to make a fair and honest effort, with the best means in his power, to prevent the wrong, and that if he neglects to do so the company is liable. We may also refer to *Hendricks* v. *Sixth Avenue Ry. Co.*, 44 N.Y. Sup. Ct. 8 (1878), where a street railway company was held liable for injuries caused to a passenger by a drunken fellow passenger.

BAILMENT—INJURY TO CHATTEL WHILE IN POSSESSION OF BAILEE—ACTION BY BAILEE—DAMAGES, MEASURE OF.

Claridge v. *South Staffordshire Tramway Co.* (1892), 1 Q.B. 422, is a decision on the law of bailment. The plaintiff was the bailee of a horse which had been entrusted to him by the owner for the purpose of sale, with liberty to the plaintiff in the meantime to use it; while the horse was being driven by the plaintiff, without any negligence on his part, it was injured owing to the negligence of the defendants. The County Court judge who tried the action was of opinion that the plaintiff was not entitled to recover for the injury to the horse, and on appeal his decision was affirmed by Hawkins and Wills, JJ., who held that a bailee under such circumstances could not recover for the depreciation in the value of the horse, but only for the injury to his own interest as bailee, because he was under no liability to his bailor.

DIRECTORS, LIABILITY OF—WRONGFUL ACT OF SECRETARY OF A COMPANY.

In *Cross* v. *Fisher* (1892), 1 Q.B. 467, the defendants were directors of a building society, which was subject to the provisions of a statute which provided that