

TRAVELLING BY RAIL.

W., 12 U. C. C. P. 90. The plaintiff while travelling between St. Mary's and London mislaid his ticket, and being called upon to produce it could not do so, although in his eager search therefor he pulled out of his pockets, papers, letters, newspapers, and wool, to the great edification and delight of his fellow travellers: the conductor, after waiting some time, stopped the train and turned him off, though while being put off he offered to pay his fare. Damages to the extent of \$300 were given against the company, whom the Court held were responsible for the acts of their officers duly authorized and styled under the Act "Conductors," when not committed in excess of his authority, which in this case had not been overstepped; and the Court also declined to disturb the verdict, it being the second one obtained by the plaintiff.

The plaintiff, a passenger on the defendant's line of railway, sustained injuries in consequence of being violently pulled out of a railway carriage by one of the defendant's porters, who acted under the erroneous impression that the plaintiff was in the wrong carriage. The porter had no express authority to remove any person being in a wrong carriage, but he was directed to do all in his power to promote the comforts of the passengers and the interests of the company; it was held that the act of the porter in pulling the plaintiff out of the carriage was an act done within the course of his employment as the defendants' servant, and one for which they were therefore responsible: *Bayley v. Manchester, Sheffield & C. R. W.*, L.R. 7 C.P. 415.

Sometimes where one is expelled from a train in a summary manner he will have to shew something more than the mere fact that he was the holder of a ticket, before he can recover damages for his expulsion. For instance, where it appeared that the ticket offered by the plaintiff to the conductor must have been sold about

sixteen months before and that on that account the conductor refused to take it, it also being proved that on a previous occasion the same plaintiff had presented an old ticket and on its being rejected had paid his fare; it was held that the circumstances being calculated to excite suspicion, it should have been left to the jury to say whether the plaintiff had obtained the ticket fairly, having paid his fare, or whether he was not intending to impose on the conductor: *Davis v. Great Western R. W.*, 20 U. C. Q. B. 27.

Even a friend's vouching that one is a true man will not protect one, for in *Curtis v. Grand Trunk R. W.*, ante, Draper, C. J., remarked that he supposed that a man who produced no ticket, but asserted that he had paid his fare and had lost his ticket and, therefore, declined to pay it again, would—though a bystander corroborated his assertion—be deemed refusing to pay within the meaning of the Act. The fact that one has not fully made up his mind how far he intends to ride, is no excuse for non-payment: *Fulton v. Grand Trunk R. W.*, 17 U.C.Q.B. 433. Where at the last moment a passenger tendered to the conductor a twenty-dollar gold piece, and told him to take the fare (\$1.35) out of it, but the conductor ejected him, the court sustained the action of the conductor; saying that an officer at a ticket-office might reasonably object to an offer of a \$20 gold piece to pay a fare of \$1.35, on account of the trouble and risk involved; and that a person rushing into the cars without a ticket has no reason to expect that he will find the conductor prepared to change a \$20 gold piece, for he relies upon receiving tickets from the passengers, or, if money be paid to him instead, that it will be paid with reasonable regard to what is convenient under the circumstances: *Fulton v. G. T. R.* (ante).

A person who declines to pay his fare may be put off near any dwelling-house