altogether distinct and different from the contract as regards hand-luggage; that, in fact, there are two separate contracts, and that, whatever may be the case as regards van-luggage, the railway company comes under no liability of any sort as regards hand-luggage until it is placed in the passenger's carriage." The jury in *Bergheim's Case* found that the defendants were not guilty of negligence, and the principle of Lord Justice Cotton's judgment is that such a finding is conclusive. If the jury had found that the act of the plaintiff amounted to taking the bag out of the control of the company's servants, the decision might be supported consistently with the principles now laid down, but not otherwise.

The question now actually decided was that it is within the scope of the duty of railway porters to carry hand-baggage to and from the carriages, and it met with a vigorous opposition and direct denial from Lord Bramwell. Lord Chief Justice Lindley had expressed the matter in the form that the porter was acting within the scope of his employment in taking the luggage in the way he did from the cab to the train, but Lord Bramwell said: "Now this is precisely what he did not do. He did not take it from the cab to the train. He put it down and said he would guard it, and did not." This view of the learned lord is otherwise expressed when he says that Mrs. Bunch was asking for a favour, and when he lays down that the responsibility of the company does not begin until the train has arrived at the platform; and he applies this equally to luggage in the van unless it has actually been labelled. This view of the contract would seem more suitable to the simplicity of the coaching days than to the complication of arrival and departure of railway trains at stations. On the other hand, Lord Watson well leads up to the contrary opinion by quoting from Chief Justice Jervis in *Butcher* v. *The London & South-Western Railway Co.*, "that, though not in express terms engrafted into it, it is a part of the contract of a railway company with its passengers that their luggage shall be delivered at the end of the journey, by the porters or servants of the company, into the carriages or other means of conveyance of the passengers from the station." He adds that "what was thus said of the terminus is equally true of the commencement of a railway journey. A hint is conveyed to railway travellers not to presume too much on this view in the words: "It may be that railway porters do sometimes undertake the charge of luggage which is merely intended for future transit; when they do so, they exceed the limits of their implied authority, and, in that case, their possession cannot be regarded as the possession of their employers." It is obvious that if Lord Bramwell's view be right, the railway porter is entitled to the twopence for which he looks when he carries a bag to or from the train. If so, the porter is using his employer's time to make money for himself, and the company are paying him for nothing but carrying luggage to the van. Seeing that the companies could not carry on their business without the porters rendering these services, it is difficult to agree that the decision is one of those cases which Lord Bramwell describes as "showing a generous struggle to make powerful companies liable to individuals," or that the view of the minority is "an effort for law and justice."—*Law Journal.*

GENERAL NOTES.

A remarkable point with reference to unclaimed dividends arose lately in the Manchester Court of Bankruptcy in the matter of a former director of the Guardian Building Society. In consequence of the failure of this society, and the heavy liabilities which the director had incurred, he was compelled in 1881 to file his petition. The creditors passed a resolution accepting a cash composition, and upon this being confirmed the money was paid over to the trustee, and he subsequently sent notice to each creditor to claim the amount due to him. Several of the creditors, however, never applied for payment, and in consequence a portion of the money was still in the hands of the trustee. The Guardian Society had been wound up, and its final dividend paid; the Statute of Limitations, too, had come into operation, and now the trustee knew not what to do with the money, nor of any Act of Parliament which would assist him in the case. The bankrupt, under the circumstances, considered he had a claim on the money as unclaimed composition. It was finally decided that notice should be given by the trustee to each creditor who had not proved his claim, and that should no proof be sent in within a fortnight the money was to be paid over to the debtor, who, however, must give an undertaking to pay the composition to any creditor subsequently applying for it. No order was to be drawn for three weeks, to enable the Board of Trade, if it wished to object, to move the Court for a rescission of the order.—*Law Journal* (London).