

French clerk, whose duty it was to give explanations to any nominee who was called on to sign his pass and asked for explanations. This clerk was named De Villers, and he witnessed the signature of Chalifour. He could not remember whether or not he had been asked for any explanation of the conditions; but another clerk, named Anderson, says that he remembers a conversation in French taking place, on the occasion of the pass being signed, between Chalifour and De Villers. He knew Adshead and recalled what took place. The pass, after being signed by Adshead and Chalifour, was delivered to Adshead, who was present, along with the latter, when it was given out. Adshead himself was not called as a witness by either party. Under the circumstances, their Lordships are not satisfied that, as was held in *The Grand Trunk Railway v. Robinson*, the Company was not entitled to infer that Chalifour left it to Adshead to make the bargain for him. But it is unnecessary to decide this. For they think that, having regard to the general course of business and to exigencies of time and place, the Company did enough to discharge the obligation that lay on them to enable Chalifour to know what he was about when he accepted the pass containing the condition to which he signed his name. They are unable to concur with the learned judges in the Courts below, who have held that more was required to be done by the Company in order to make it reasonable to infer that Chalifour knew, or ought to have known, what he was assenting to when he signed the document. As was pointed out in the judgment of the Judicial Committee in *The Grand Trunk Railway v. Robinson*, the duty of railway companies to reduce delay when serving the public has to be borne in mind in estimating what the law will require in practice.