

SOME POINTS CONNECTED WITH THE LAW OF LETTERS—TRAVELLING BY RAIL.

received by the person to whom it is sent, unless this non-receipt of it is due to his default.

The Lord Justice does not deem it necessary to dissent from this case, though evidently if it were needful to do so, he is prepared to overrule it upon the same state of facts. He leaves the point open by using these words, "it may possibly be that the contract is subject to a sort of condition subsequent, that if the letter does not arrive in due course, then the parties may act on the assumption that the contract is at an end." It in effect comes to this, is the contract conditional upon the post office authorities doing their duty, so that the letter does not miscarry and is duly delivered? It appears to us that to maintain the affirmative of this proposition will introduce no little uncertainty into an important branch of the law, and seriously affect the interests of trade and commerce. For what length of time is the contract to be as it were in suspense? For how long is the seller, for example, to remain in uncertainty as to whether he is to fill the order or not? Pointed illustrations of this kind are put by the Lord Justice, in the case first cited. The correct view would seem to be, that the person who agrees that the answer is to be sent by post, thereby undertakes to run all the risks connected with that mode of transmitting information. He first approaches the other party, can choose his medium of communication, and if any one is to suffer from the delay of the post, he is the man.

TRAVELLING BY RAIL.

[COMMUNICATED.]

In this age of universal travelling, when every one is hurrying to and fro, and the locomotive's whistle re-echoes through every part of our land, as the iron horse drags behind its long line of cars laden with freight, animate and in-

animate, it is well to know somewhat of the rights and privileges of passengers, and of the liabilities and responsibilities of railway companies: this paper will, therefore, touch briefly upon the various decisions which affect, more or less, the traveller by rail and his baggage.

As soon as one arrives at a station dangers begin to gather round him on every side, and as a consequence, the liability of the company for deeds of omission and commission commences. As Blackburn J., remarks, "It is the duty of the company to take all reasonable care to keep their premises in such a state as that those whom they invite there (and they invite all who desire to be taken any place whither the line runs,) shall not be unduly exposed to danger: *Welfare v. London and Brighton R. W. Co.*, L.R. 4 Q.B. 693; and for damages sustained through their negligence by travellers they are responsible.

The motto *Cave cavem* is one worthy to be borne in mind by all who have to loiter about a depot awaiting the advent of trains "late as usual"; for, notwithstanding the duty of the company to keep their premises in a safe condition, if a stray canine rushes at one, seizes the nether garments, and tears, mutilates and bites the flesh, still, if the dog does not belong to any one of the company's servants or agents, they are not liable for the damage done—unless evidence is given to show that they had neglected to dispose of the dog when in their power so to do: *Smith v. Great Eastern R. W. Co.*, L.R. 2 C.P. 4.

'Tis well, too, to be careful where one goes; for if one enters a place where there is "no admittance except on business" with no object in view save the laudable one of acquiring knowledge, and evil befalls him, he will issue a writ against the company in vain, for he will take nothing thereby and the defendants will go thereof without day, &c. In fact,