

WHO IS MY NEIGHBOUR?

intend to run these trains according to these tables; but we do not guarantee their departure or arrival." "We intend to do this but we will not guarantee the departure or arrival at the times mentioned, and under no circumstances will the company hold themselves responsible for delay or detention, however occasioned." "We give you tables, we state our intention that the train shall arrive in correspondence with the statement in the tables; we will not guarantee it; under no circumstances will we be responsible for delay or detention, however it may be occasioned; and although it may happen upon any occasion that we do not arrive in time for the corresponding train, yet we will not be liable for that; nor will we be responsible for the acts or defaults of other parties, nor for the correctness of the times over the lines of other companies." Well, if that was their intention those words would have more clearly indicated it; but those were not the words.

Now, *Le Blanche's* case was properly pressed as showing that the company were bound to use all reasonable efforts to carry out their contract with the plaintiff. There the condition declared, in the first place, that "every attention shall be used to insure punctuality as far as practicable"; and it was held that, these words being inconsistent with the unlimited indulgence preserved to the company by the subsequent words, one part must give way, and the subsequent should give way to the first part. In one case the words are "it is intended," and in the other "shall be"; in one they are "as far as circumstances admit," and in the other "as far as practicable." The cases are distinguishable, said the Court; and judgment was given for the defendants.—*Irish Law Times*.

THE NEIGHBOUR TO WHOM DUTY IS DUE.

"Who is one's neighbour?" is almost as important a question in the catechism of the law as "What is one's duty towards one's neighbour?" and the answer to it, although not so liberal as that of another catechism, is in the increase of the complicated relations of life becoming daily more sweeping. The definition of a pro-

prietary neighbour—the proprietor of the *alienum* of the legal maxim—presents no great difficulty, nor is it difficult to put the finger on the person to whom duties are owed in the familiar events of life, such as driving in the street. It is when the idea of contract is mixed up with the question of a liability independent of contract that the lawyer's difficulty arises. The liability of one party to a contract to the other presents no difficulty of this kind; but of late years there have been before the Courts many cases raising the question whether a person under an undoubted contractual obligation to another is under a similar duty to all the world, or, if not, to what portion of the rest of his fellow-citizens. In other words, who is the neighbour to whom duty is due? The tendency of modern decisions has been gradually but largely to extend the area of the obligation in this direction. The case of *Elliott v. Hall*, 54 Law J. Rep. Q. B. 518, reported in the October number of the *Law Journal Reports*, is an example of the broader view recently taken by the judges in this matter in obedience to the impetus given by the decision of the Court of Appeal in *Heaven v. Pender*, 52 Law J. Rep. Q. B. 702, to the extension of the liability as tortfeasors of persons under no contractual liability to the person injured, but under such liability to some one else. In that case, it will be remembered, a workman in the employ of a painter who had contracted to paint a ship for her owner was held entitled to recover damages from the dock company for injuries caused by the staging on which he stood falling by reason of a defect in a rope provided by the company. In the Divisional Court judgment was given for the defendant; but in the Court of Appeal the decision was reversed, the Master of the Rolls taking a very liberal view of the extent of the responsibilities of persons liable by contract or otherwise for negligence, and Lord Justice Cotton and Lord Justice Bowen preferring to treat the case as within the authority of *Indermaur v. Dames*, 36 Law J. Rep. C. P. 181. This was the "shaft" case, in which the defendant was held liable on the principle that he was bound to use care in the management of his premises in the interests of persons invited to come upon them. The variety of the facts in this