

TRAVELLING BY RAIL.

Hannan, J., in *Siner v. Great Western*, ante, said, "I think juries take an exaggerated view of the duties of railway companies. The companies have done so much for the comfort and convenience of travellers, that it is now made the subject of complaint if the highest degree of luxurious care is not attained in all their arrangements." These remarks appear exceedingly appropriate and reasonable when one considers that in *McDonald et ux. v. Chicago, &c.*, 26 Iowa, 124, it was held, that the female plaintiff, who found the passenger room at the station unfit for occupation, by reason of her olfactory nerves and visual organs being offended by tobacco smoke and other impurities, and attempted to enter the cars which had not yet been drawn up to the platform that she might avoid these disagreeables, and was injured by the giving away of the steps of the platform, was entitled to recover. "It is the duty of railway passenger carriers to provide comfortable rooms for the accommodation of passengers while waiting at stations, and to enforce such regulations in regard to smoking therein, as to enable passengers to occupy them in reasonable comfort." The learned judge must have held views somewhat similar to those entertained by the royal leader of the anti-tobacconists, James I. But where in a crowd the plaintiff was driven against a portable weighing machine on the platform of the defendants' station, and catching his foot in it, fell and hurt himself,—the foot of the machine projected some six inches above the level of the platform, and it was unfenced, but it had stood there some five years without accident to any person passing to or from the train; held, that there was no evidence of negligence to go to the jury, the machine being where it might have been seen, and the accident not being shewn to be one which could have been reasonably anticipated: *Cornman v. Eastern Counties Ry.*, 4 H & N.

781. If an accident had happened from the platform being so constructed as to be insufficient to carry the weight of the persons who might come upon it in great numbers on a particular day, that no doubt would be evidence of negligence on the part of the company.

Passengers have the same rights to safe ingress, egress and regress and proper station accommodation and platforms at intermediate places where the train may chance to stop for refreshments, as they have at the termini of the line: *McDonald v. Chicago, &c.*, ante. But at stations where the train stops merely for the purposes of the railway, and people are not expected to get out or in, the rights of passengers, and the liability of the company are greatly curtailed: *Frost v. G. T. R.* 10 Allen 387.

In *Murchamp v. Lancaster & Preston Ry. Co.*, 8 M. & W. 421, the counsel for defendants, to establish the point that the company was not liable for goods lost beyond the limits of their line, as a *reductio ad absurdum* put the case of a passenger injured on a line of railway beyond that to which he was originally booked,—but Rolfe, B., could not see it, and considered that if he took his place at Euston Square, and paid to be carried to York, he would, if injured, have his remedy against the party who contracted to carry him to York. And this dictum of the learned Baron's has been fully sustained by a host of decisions. *The Great Western Ry. v. Blake*, 7 H. & N. 987, (Ex. Ch.) decides that where a railway company contracts to carry a passenger from one terminus to another, and on the journey the train has to pass over the line of another railway company, the company issuing the ticket incurs the same responsibility as that other company, over whose line the train runs and by whose default the accident happens, would incur if the contract to carry had been entered into by them.