

N. M. Acworth Esq.
with the Author's Compliments
RAILWAY TYRANNY.

A LETTER OF APPEAL

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340

TO THE

RESIDENT OF THE BOARD OF TRADE

AGAINST

RAILWAY COMPANIES

AND THEIR

PERSISTENT DISOBEDIENCE TO THE LAW:

By One who has defeated them Five Times.

W. S. Jenkins M.A. late Fellow of Balliol

“ That Companies are often and seriously defrauded I do not doubt, and I am sure that Parliament would not refuse them well-considered and fair powers of prevention or redress.

“ But the interest of Companies is not the only interest to be considered, and Companies must not protect themselves by Bye-laws, unfair and unreasonable, against the consequences of their own inadequate, careless, and inconvenient system of working.”—*Lord Chief Justice Coleridge (L. & B. R. Co. v. WATSON).*

“ It is not a sufficient answer to say that it is reasonable that facility should be thus afforded to the Company to protect themselves against persons travelling without having taken tickets, it being in most instances impossible for the Company or their officers to know how far a person may have travelled. Facility is not to be afforded to a prosecutor, or his convenience consulted, at the expense of injustice committed in the inequality of punishment. Besides which the Company may, to a great extent, protect itself by greater care in seeing that no person is admitted into their carriages without showing a ticket.”—*Lord Chief Justice Cockburn (SAUNDERS v. S. E. R. Co.).*

“ Bye Laws are Regulations the administration of which is entrusted to the officials of Railway Companies—officials scattered over the whole country, and Regulations likely to be enforced without much consideration for those against whom they are directed, whenever it has been supposed that there has been an intention to defraud the Company.”—*Mr. Justice Matthew (DYSON v. L. & N. W. R. Co.)*

Published by the Author.

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GREAT NEW STREET, FETTER LANE, LONDON, E.C.

TO
GEORGE SMITH,
(Of Coalville),
AND
GEORGE R. SIMS,
EACH IN HIS SPHERE,
AN APOSTLE OF THE POOR,
These Pages are with much Admiration
Dedicated.

“A wit’s a feather, and a chief a rod,
An honest man’s the noblest work of GOD.”
Pope.

P7605

RAILWAY TYRANNY.

A Letter of Appeal to the President of the Board of Trade, &c., &c.

MY LORD PRESIDENT,

ON behalf of very many Fellow Passengers, and with them, in the interest of the much-wronged General Public, I have to lay before your Honourable Board, through you, their President, a complaint of the many violations of the Law constantly perpetrated by Railway Companies and their servants. Complaints by the public.

We all speak from experience, too bitter, harassed by annoyances, too defiantly prolonged.

Complaints, the loudest, are rife on all sides; yet nobody cares to speak; permit one, therefore, to remonstrate, backed and supported by the Law, which has protected him, and defeated them, five times.

The increasing crying evil is, and seemingly without any prospect of abatement, that Railway Companies overcrowd their carriages.

They compress twelve persons into a conveyance which only comfortably holds ten—five on each side: they then connive at, if they do not encourage, their Officials when they allow two, three, four, and even more than these, to enter what now become mere Cattle-Pens, crammed beyond their capacity. Overcrowded carriages.

Suppose there should be an Accident, who shall tell the cruel disaster that may happen through their worse than careless negligence? Might not a jury call it Manslaughter?

Or, look at the matter commercially. After receiving the money for twelve fares, say sixpence apiece for the twelve seats, they are not content with these six shillings, but they add to them by a broken contract; they greedily want, and take, whatever they can get more, utterly regardless of the comfort and convenience of those to whom they have sold a security from a disturbed journey and its annoyances.

Is it fair or honest in a tradesman (and they are, you know, Common Carriers) when he does not give in return the real article for which he has been paid?

Then, having broken their part of the Contract, how do they deal with him whom they prevent from keeping his?

They sell him a seat which they do not provide; they let him squeeze himself into mere standing room, after having taken his

money readily; or they crowd him altogether out of the class of carriage for which he has paid the fare, and, after compelling him to take any vacant place that he can find in the train in order to keep his engagements (to him, perhaps, beyond all money value), then they summon this Passenger to a Police Court, as if the fraud was solely on his side, and they were immaculately honest.

What is the result?

They are "Biters bitten," "Hoist with their own petard."

They meet with a crushing defeat and are virtually told by the Magistrate, as in the well-known case which he dismissed at Clerkenwell, "Before you seek to enforce the law on your passengers, go and first obey it yourselves."

Can they be ignorant of it? Let us see; let us examine into the modes and system of their general administration.

Bye-laws.

For certain ends and purposes the Statute allows them to protect themselves and regulate their dealings with the Public by the force and authority of Bye-laws; but the Statute does not give them power to do as they please; it retains its hold of them and keeps them within certain limits; it distinctly provides that they are to enact nothing, to attempt to enforce nothing, in these Bye-laws, contrary to the Law of the land (8 & 9 Vict. c. 16. s. 124).

Yet how very little is this known, or understood, or remembered by the Public; a sort of hazy notion is abroad that having some special rights and powers (never dreamed of by other Corporations) they may carry these objects out at once, and force them on an unwilling Public.

Wrong notions about powers of Bye-laws.

And so one often hears the remark made "Oh, the Company can compel you by their Bye-laws." "Take care you do not break the Bye-law." To question this, or to assert, that the Bye-law is contrary to the Law of the land, astonishes many, as a sort of sacrilege and rebellion, a daring to tamper with something almost holy, a piece of presumption to doubt that anything done by them can possibly be wrong.

The wonder is, how in the world the Public can have become the victims of such a delusion, and allow themselves to be deluded so long.

But the moment an attempt is made to look into their Bye-laws, then it is seen that they are so unreasonable, so unworkable, so ludicrous, so bad, that the natural question arises—Who made them?

Who made them?

There seems to be a model Code, protecting, regulating, all the Companies, else how did they come to follow one fashion, to be inspired more or less by one idea? Was this Code the joint concoction of all "the talents" of Railway Legislation?

And let it not be thought, whilst I am saying all this, that I am presuming to express any opinion of my own. What capacity have I to test their Bye-laws? If they be found to be a portentous failure, who has proved them so? They have been examined, not alone by the ordinary minds of simple men, but by the skilled authority of the Judges, by those who will not be

caught by any bombastic shibboleth, by the mere semblance of legal form and language, in these documents, but who have dissected them with keen acumen, and with a result most cruel. Court after Court has maimed and mangled them; first one point has been taken, then another, till the whole has been torn to pieces.

Let us take the case of the most notorious Bye-law No. 1. Here it is: "No Passenger will be allowed to enter any Carriage used on the Railway or to travel therein upon the Railway, unless furnished by the Company with a Ticket specifying the Class of Carriage and the Stations for conveyance between which such Ticket is issued. Every Passenger shall shew and deliver up his Ticket (whether a Contract or Season Ticket or otherwise) to any duly authorized servant of the Company whenever required to do so for any purpose. Any Passenger travelling without a Ticket or failing or refusing to shew or deliver up his Ticket as aforesaid shall be required to pay the Fare from the Station whence the Train originally started to the end of his Journey." To begin with, before we have perused many lines of this Bye-law it is bad—go on a few lines more, it is bad—follow it to its end, it is bad; so bad that in not less than ten different cases tried at different intervals it has been scouted by no less than eighteen of the Judges. Here are their names: Lords Cranworth, Campbell, Chancellors; Cockburn, Coleridge, Chief Justices; Brett, Master of the Rolls; Cotton, Wensleydale, Bramwell, Lindley, Lush, Lopes, Lords Justices; Wightman, Alderson, Platt, Martin, Mellor, Manisty, Matthew, Puisne Judges.

Bye-law
upset by
18 Judges,

And here are the Ten cases in which these Eighteen Judges have given judgments against the Bye-law:—

Chilton v. London & Croydon Railway Co., 16 M. & W. 212.

R. v. Frere, 4 Ell. and Bl. 603.

Tollemache v. South-Western Railway, 26 Law Times, Exchequer, 222.

Dearden v. Townshend, L.R. 1, Q.B. 10.

Brown v. Great Eastern Railway, L.R. 9, Q.B.D. 744.

Bentham v. Hoyle, L.R. 3, Q.B.D. 289.

London and Brighton Co. v. Watson, L.R. 3, C.P.D. 429.

Same on appeal, L.R. 4, C.P.D. 118.

Saunders v. South-Eastern Railway, L.R. 5, Q.B.D. 456.

Dyson v. London & North-Western Railway, 7 Q.B.D. 32.

In 10 Cases
in the Courts.

And now, Sir, do these Ten decisions, these Eighteen unquestionable authorities, satisfy the Companies that their first Bye-law is utterly, radically, hopelessly, bad—bad in constitution as a whole—bad in its separate parts?

Are they convinced of this? No they are not—your Honourable Board cannot recognize it, nor find its lost past identity (and the wonder is that you do not recall and cancel it altogether). The Companies continue to publish it in direct disobedience to the Law, with its ten decisions of eighteen Judges, telling your

Honourable Board and them that your consent and their action upon it are both absolutely illegal.

Proof of fraud the chief gist of enquiry.

I have not overdrawn the picture, and so I will shew you: Let me begin by reminding your Honourable Board that the chief gist and test of all alleged offences is that they must be fraudulent; that motive, that fact proved, the penalty is immediate and imperative; without proof of fraud the charge of the Company is nowhere. To make two passengers pay the same penalty, one of whom has travelled more than one hundred miles, the other only ten, to charge each the same fare "from the Station whence the train originally started to the end of his journey" is not only unfair,—rank injustice, but ridiculous and preposterous; the two Chief Justices Cockburn and Coleridge have laughed it to scorn (*Saunders v. S. E. Ry.*; *L. & B. Ry. v. Watson*).

So with the requirement that every "passenger is to deliver up his ticket whenever required to do so for any purpose." What! for the purpose of the Company keeping it altogether? having purchased their season ticket for three, six, or twelve months, they claim that the passenger must deliver it up altogether one half hour after they have sold it to him! Is it not astonishing to think of such a proposition? yet there it is in their Bye-law. It astonished Mr. Justice Lush (*Saunders v. S. E. Ry. Co.*).

Legal to quit train if needful.

Again, (1) that a Company cannot prevent a person from breaking his journey wherever he pleases—that though he has paid a less fare for the whole journey to a station of longer distance because there is competition, he may leave the train at an intermediate station of less distance to which the Company charges a greater fare because there is no competition (*R. v. Frere*),—

Or to travel without ticket if not fraudulent.

(2) That the Company cannot punish him for travelling without a ticket, if by chance he has lost it, or if it has been mislaid, or stolen (*L. & B. Ry. v. Watson*),—

Ticket to be shewn before entering or leaving carriage.

(3) That the Company cannot make him shew or deliver up his ticket after his journey at their barriers, or anywhere except when "travelling upon the railway," that is in the carriage (*Saunders v. S. E. Ry.*),—

All detention illegal.

(4) That the Company cannot detain anyone, in the Judge's words, "for the hundredth part of a minute" (*Tollemache v. S. W. Ry.*),—

(5) That the Company cannot ask for any fare, as excess fare, or difference of fare, or in any other general terms, but that they must name the specific sum due, in pounds, or shillings or pence (*Brown v. G. E. Ry.*),—all these questions of plain common sense that have cropped up out of Bye-law No. 1, and have been disputed by the Companies, these the Courts have ruled against them.

These three last points, matters of almost daily wrong-doing, let me specially enlarge upon. The Company can prevent a person from passing on to their platform without a ticket (*L. & B. Ry. v. Watson*, see above); when travelling upon the railroad, he is within

their jurisdiction ; he must produce his ticket, pay any specific sum due on legal demand, answer any legal question put to him then and there, and otherwise conduct himself as the Law directs ; after he has left the carriage, and is quitting the station, their jurisdiction is at an end ; he need shew no ticket (*Saunders v. South-Eastern Railway*), give no name, or address, answer no question, they have failed to exercise the jurisdiction the Law gives them at the proper time and place ; they cannot detain him ; if they detain him for the hundredth part of a minute the Law says it makes them liable for an action for false imprisonment (*Tollemache v. London & South-Western Railway*, see above). If without detaining him, an official of the Company persistently follows him, to try to make him do that which the Law gives him the right of abstaining from doing, then by 38 & 39 Victoria, cap. 87, section 7, the person so offending makes himself liable to imprisonment for three months, with hard labour, or to pay a fine of twenty pounds.

Again, the Company breaks the Law by demanding "excess fares" or "the difference of fares" without naming any specific sum at all ; the Law says (*Brown v. Great Eastern Railway*, see above) that the Company is to demand the specific sum due, because to them that sum is known, and not necessarily to the passenger, who therefore is not required to *tender* any sum.

Specific fare to be demanded, not tendered

And the demand is to be made at the time and place of their jurisdiction, whilst he is "*travelling on the railroad*," the very words of the statute, and of the Chief Justice Cockburn's judgment (*Saunders v. South-Eastern Railway*, see above) ; as with the ticket, so with the fare, they have a time and place to demand both ; if they fail in their duty, what right have they to pretend to the Law's help as against a wrong-doer ? it is they who are the wrong-doers, not he, and why do they try to punish him for a breach, because they will not act within their powers and jurisdiction ?

Again, with Lost Property found in the Carriage, the Company makes a claim and charge for it ; upon what conceivable grounds ? How does it belong to them ? It was never theirs ; if I leave by accident a stick or umbrella in a friend's house, does it pass into his ownership as soon as I turn my back, with a right of claiming threepence for it before he gives it up ? What is the difference between property left in his house and property left in the Company's carriages ? There are many things, often forgotten, and left in their carriages, for which they are responsible as personal luggage ; they try to turn it into a claim for reward ; and make a passenger pay—force him as it were to repurchase—what has never ceased to be his own, because they claim that their temporary charge of it has by their manipulation made it theirs !

Lost property to be given up to owner without charge.

But the Law settles this matter also for them : Here are two cases—*Great-Western Railway and Metropolitan Railway Co. v. Emanuel* (41 *L. T.* 227), and *Dimsdale v. London & Brighton Railway Co.* (3 *F. & F.* 167). If I find an article in a carriage it is mine, not the Company's, until claimed by the rightful owner,

because I have found it ; I may take it away with me if I please, and of course leave my card at the station, that the owner may know where to find it on inquiry. If he came for it, I should give it up, without the thought of remuneration, on demand ; the Company would want threepence for it. When the public know of the above decisions the Company will scarcely expect any payment ; let them hand over the property to the passenger, and then let them—

Try another plan ; ask him to GIVE something ; there is reason and common sense in that ; from very satisfaction at recovering the lost, mislaid article, which he seeks to find, many a person will *give* double what the Company demands, as a *present*, who refuses to *pay* a farthing as a *claim*. Let them ask for some object of charity—their Hospital or Orphanage—or Home—their Railway Benevolent Fund—with the restored property, let them hold out their alms box. This is no common act of begging, but a legitimate opportunity offered to the finder, to shew some grateful return now that the lost has been found.

And the object too—See what an interest it would create, amongst the Public, in many a poor fellow and his family, the victims of railway accident, from which the Donor may be only too thankful that he has himself been spared.

I say nothing of the obvious addition to the funds of the Company—let them make the experiment ; they will benevolently solve a disputed problem, with satisfaction both to the Public and themselves.

Season tickets with conditions legal and illegal.

And now let us pass on to their Season Tickets. In their Time Tables, which are their contract with the public, a Company offers, between certain places, for certain periods, tickets at certain fares ; they state the conditions ; they are accepted ; and upon them their ticket is purchased and the contract made ; if the ticket is not ready they give a temporary Pass, to be exchanged for it when it arrives ; upon this Pass there is an addition and variation of conditions, although not of much importance ; but when the ticket itself comes, now they say that it is issued on certain conditions ; and one is so novel, so quaint, because it is a sort of resurrection of the dead Bye-law No. 1, which they try to galvanize into life, though the Courts have long ago slaughtered it. “ The ordinary fare is to be paid if the ticket is not produced when required.”

This condition must be transparently illegal, because of the immense difference between the ticket *advertised* and the ticket *sent*, between the purchased contract and the addition to it, never mentioned at the time of its sale.

Refusal to grant advertised tickets illegal.

I have heard that some Companies claim a right of refusing these Season Tickets. No ! that cannot be ! They know what it is to be guilty of “ undue preference,” they know that a refusal to carry out the contract of their Time Tables, if but to *one* only of the public, is in his person a refusal to *all* the Public ; let a Passenger come to them with Time Tables in one hand and

money in the other (if he is neither infectious nor drunk), the Law will tell them to sell him what they have advertised for sale.

Just one word more before we leave this subject of Season Tickets. Some Companies deserve all credit for not making them matters of Special Contract. These Companies do not persuade a Passenger to give up the advanced safe position the Law has cleared for him; nor throw him back into the old state of things; nor set up again and entangle him in the obstacles and hindrances which have been moved out of his way; here the Public look for relief and protection from your Honourable Board—to support the decisions of the Courts, and to see that Passengers may not be contracted with to sign away their rights as against public policy. It is strange that the Public do not see it; the holder of the ordinary ticket has an advantage over the holder of the season ticket; in every way the latter ought to be better off—more free from interference—more certain of his undisturbed journey—more sure of a carriage not overcrowded—less jostled—less obstructed in his ingress and egress to and from his station—and in many cases carried at a much less proportionate charge.

My Lord President, we have now pretty well exhausted the discussion of Bye-law No. 1.

What is No. 2?—Reasonable. No. 3?—Reasonable; so is No. 4. No. 5 speaks of Return tickets and their “transfer.” If A.B. buys three tickets, keeps one, and gives the two others to two friends, does he not transfer them? To this transfer the Companies do not object:

Return tickets.

If A.B. purchases a return ticket to carry him for one or more days from home, why should he not give it to C.D. to carry him back? The train carries up and back one person, why should it of necessity be one and *the same* person? The Company loses nothing, the Carriage suffers nothing; it may interfere with their receipts, but is it contrary to common sense? There is another aspect of the matter; two single journeys from A to B, and back from B to A, cost a pound, ten shillings for each journey; a return ticket may cost two-thirds of a pound or less; if a passenger wishes to extend his time, why must he forfeit the whole of what he has paid and take a perfectly new ticket as if he had paid nothing? It would seem to be more fair to pay only such a proportion in excess as would make up with the money already paid the sum total of two single fares for two single journeys.

And now we come to Bye-law No. 6, which is so ludicrously unworkable that one asks, Can this be the Manifesto of Business Men? Let us assume a case. A train arrives at an intermediate station with ten vacant seats in it; on the Platform thirty passengers are waiting for them; you are to examine their thirty tickets and to select those who are going the longer distance; this is examination No. 1; if they are all going the same distance you must look through their tickets again to see which have the priority of numbers, to secure the journey; this is

Bye-law No. 6 unworkable.

examination No. 2. What happens then? The vacant seats are, say, in third class carriages; the expectant "waiters" hold first class tickets, they are in a hurry and therefore content to go in an inferior class, but they want back their difference of fare; it may be immediately given back to them, provided they apply before the departure of the train; that is, the train is to be detained whilst seats are searched for, tickets are overhauled, passengers are assorted, and moneys refunded. How much shall be the time lost in all this confused operation? Go on to the next station, and the next, and the next, at each of them precisely the same Farce may be played—more vacant seats, more examined tickets, more assorted parcels, (live, not dead,) more refunded moneys, more loss of time. Who shall say when the train will arrive at its destination; given an average of ten minutes at each stoppage, what shall be the aggregate loss at the journey's end?

O! most sapient Bye-law! Great heritage, and ornament of Railway Kings! Ah! now we find out the secret of overcrowding! You won't leave folks behind, you will take compassion, you will stow them away somewhere, here a squeeze, there a pinch, gentlemen standing, ladies grumbling, yet how can they blame you for what you call their self-inflicted troubles?

Bye-law
No. 7,
smoking to
be severely
watched and
dealt with.

Now for Bye-law No. 7, touching the Game and Art of Smoking; the Company proscribes this everywhere; secretly in, shed, openly on platform, everywhere, save in window-placarded carriage; and they give a solemn charge to their servants to enforce obedience to this Bye-law; whatever notice they may take of others, specially to observe this; to watch, ferret out, turn off the premises, any guilty culprit; no smoking "in any building of the Company;" not in the Directors' Board Room, not in the Secretary's Parlour, not in the Inspectors' Office, not behind the Clerk's desk,—each, everyone, if he wants to smoke, must go into the special compartment of the railway carriage, set apart for this indulgence.

This really is too absurd and comical, so to *seem* to prevent that which the Companies permit without a word of expostulation. If they were really in earnest, not a curl of tobacco smoke, not a whiff of tobacco smell would be seen or sniffed anywhere outside the carriage, and the first servant refusing to act upon their solemn warning, would be instantly dismissed for disobedience; so this Bye-law, which is legal and perfectly reasonable, the Companies themselves break and toss to the winds.

Bye-law
No. 8, rail-
way servants
turned into
our masters.

Bye-law No. 8 imposes another duty upon their servants; for the nonce the public is to look to them as *masters*; their *permission* is to be asked; perhaps a passenger cannot find them, or they do not hear, or will not hear; too busy in their hurried work to think of him, but the first to report a breach by him of the Bye-law, if the permission has not been given, or, may I say, *purchased*?

Bye-law
No. 9, com-
forting and
thoughtful.

Bye-law No. 9 is right in every way; it is more, it is cheering; for the Company actually thinks of the "*comfort*" of their passen-

gers ; if they will bear with overcrowding, and say nothing about squeeze, or pinch, or jolt, or jostle, or trodden toes, or standing instead of sitting (in all this the Company evidently thinks there is no discomfort), then they shall not be "interfered with" by drunkenness or abusive language, or obscenity ; this is very thoughtful, and the public thanks the Company for even these small mercies.

Bye-laws Nos. 10 and 11 are to prevent mischief and frolic ; the sober and the serious will be glad to feel that they are protected ; although, stay there is a little rift in No. 11 ; the Company holds the guard's van to be sacred ; no entrance there without a fine of forty shillings ; the guard must make any intruder desist, or eject him from the Company's premises. What will they say when they hear that it is he, the guard himself, who invites persons into his van, in order to give some relief to their overcrowding ?

Bye-laws Nos. 10 & 11, protection against mischief.

Bye-law No. 12 shews a laudable desire, a double anxiety— (1) for the passenger, that he may not be injured ; (2) for their own pockets, to prevent an action for damages.

Bye-law No. 12, for safety of public and profit of Company.

Bye-law No. 13 is only a make-believe, a sham ; here the Company pretends to treat it as an offence, punishable by a fine, to persist in entering a compartment of a carriage already full, if anyone objects ; it *looks* as if they would support the endeavours of those who try to prevent a carriage from being overcrowded ; but they throw the burden and the odium of doing this upon the passenger ; they will not take the trouble themselves ; so far from it, they know they directly encourage it ; the door of a full compartment, locked from within, they force open ; the protest and objection, invited by the Bye-law, they will not listen to ; a charge to secure conviction they would not support with evidence ; they treat the Bye-law as bad and unreasonable because they are the worst of all the offenders ; they break it themselves.

Bye-law No. 13, a sham and pretence.

Enough, more than enough, of their "too utterly" ridiculous Bye-laws ; let us dismiss all further thoughts of the remaining Bye-Laws ; of dogs in carriages ; of loaded fire-arms ; of infectious passengers ; of disobedient omnibus and cab drivers.

So, my Lord, have we presumed to run lightly over the keys of this charming instrument, the Company's Bye-laws ; charming, if it was but in tune ; some notes are dumb, very many discordant, one here and there only gives a true sound ; they must be proud of the discourse of their music. The strains do not please at least two of the judges ; Mr. Justice Matthew, in *Dyson v. L. & N.W.R. Co.* (L.R. 7, Q.B.D., 32), says, "Bye-laws are regulations, the administration of which is entrusted to the officials of railway companies ; officials scattered over the whole country ; and regulations likely to be enforced without much consideration for those against whom they are directed, whenever it has been supposed that there has been an intention to defraud the company" ; Chief Justice Coleridge says, *L. & B. R. Co. v. Watson* (L.R. 3, C.P.D., 429), "the interest of companies is not the only interest to be considered ; and companies must not

Opinions on the Bye-laws given by two Judges.

“ protect themselves against the consequences of their own “ inadequate, careless, and inconvenient system of working.”

Certain announcements in General Regulations illegal and absurd.

Our next investigation shall be into what are called the General Regulations. Many of these bristle with announcements, illegal and absurd, and none of them are binding, because not approved by your Honourable Board :—

1. Greenwich time is not kept, as they state, at all the stations ; you shall pass six clocks in succession on the journey, some, many, all, varying each from the other.

2. They guarantee that the train shall not start before the appointed time ; again and again is this advertised contract broken.

3. Tickets need not be shewn, nor delivered up after a person has left the carriage and is quitting the station (*Saunders v. S.E.R.*, see above), nor is he liable, as they say, to be charged the fare from the most distant station from which the train has started ; they cannot, they dare not, summon him, the Courts have so absolutely decided against them.

4. The passenger with a return ticket (not being one of special contract) may lawfully break his journey at any intermediate station, and resume it again to return from that station.

5. Lost tickets ; the Company say they do not hold themselves liable, and that they will not undertake to return any portion of their fare ; their liability is not for them, but for a Court of law, to decide.

6. Claims for alleged mistakes about change cannot be recognized by them, they say ; possibly not by them ; these claims will certainly be recognized in a Court of law.

Best mode of dealing with incivility.

7. *Incivility!* the Company court and invite the public to report this ; for what purpose ? with what result ? too often complaints pass unnoticed altogether, or the incivility is excused or denied ; they are submitted to no court of enquiry ; the Company are judge and jury ; no evidence is asked or given except in cases too flagrant to be overlooked. There is a remedy, however, for all this in a summons before a magistrate ; 3 & 4 Vict., cap. 97, sec. 14, punishes with imprisonment for two months, with hard labour, or a fine of ten pounds, any railway servant who offends against any of the Bye-laws, Rules, or Regulations of the Company.

Directors to blame for servants' ignorance of the law.

Suppose a Court was to decide that *all* are railway servants (from the highest to the lowest, from Chairman to labourer,) who receive railway pay, would it not soon stamp out all cases of Incivility ? yet are their servants always to blame ? they are not, but the higher officials are. The servants do not know that they are breaking the law. In their ignorance these men do not suppose that they act illegally ; their bread depends upon their obedience ; they meet with all the remonstrances, perhaps sharper words, of the public ; the Authorities escape unharmed in their offices, sitting serene and free. Let them teach their servants the law ; go amongst them to see it carried out ; watch not only the humblest porters, but inspectors (local, district),

station masters, ticket collectors, and clerks; and be amongst them each as Haroun Alraschid in disguise, unknown to them only as one of the public.

My Lord, let me bring to your notice, besides the observations I have already made, many eccentricities in which certain Companies indulge, and inconveniences which they cause to the Public: (1) they break the statute by not exhibiting the fares in all stations; (2) they puzzle and perplex the public by making their trains up so changefully that no two in succession are alike; the passenger, hurried here and there in confusion, cannot find the class of carriage he wants. Why not direct him to a particular place on the platform, there to await his seat in the train as it arrives? (3) applications are advertised to be made for season tickets at stations, from station masters, who have never been there; (4) and as to Stations; the very name of "stations" is misleading: at South Tottenham—perhaps at other places, too, there is a mere shanty or shed with the smallest protection from the weather, and this only on one side of the railway: folks on the *Departure* side promenade *under cover* in the cold—on the *Arrival* side *without any cover*—try to keep out both the cold and the rain; here again the Law is broken. In the case *Caterham Railway Co. v. L. & B. Co.* (*L. J.* 26, 161), the Court decided, that "a covered station is "a reasonable accommodation which a railway company is "bound to provide for the public." (5) Again, a Company acknowledged, but did not answer, a written letter; promised a reply but delayed it; when asked for it, the official said that he had never received any communication at all; then confronted by his letter of acknowledgment, it made him stare at his disordered memory. After this came the reply; but how? not in writing, but a verbal message was delivered; binding nobody—neither him that sent—nor him that delivered—nor him that received. The receiver wrote back his interpretation of it, and this bound the writer, because he did not repudiate it. In *Parker v. South Eastern Railway Company* (*L.R.* 2, C.P.D. 416), Lord Bramwell said: "This matter the plaintiff sees, and must "either read it or object; if he does not agree to it, or if he "does read it and not object, or does not read it, he must be "held to consent to its terms." (6) Letters left with servants at a chief junction station and elsewhere have been by them actually refused. What! servants refuse a letter addressed to their master! The remedy is easy. Leave the letter in the office—on the platform, to be carried as a parcel, if the Companies please—they are common carriers; still, left at the servant's risk. Whether he burns or delivers it is a matter entirely for them. (7) Some Companies have a corps of inspectors, skilled in the art of "interviews." Their design seems to be to catch people in their talk. As with verbal messages so with verbal dialogues, both may be leaky. (8) Too often trains are made up of too many half-filled first-class carriages. Published statistics announce that the proportion of first-class to third-

Not exhibiting fares at all stations.

Public perplexed by changeful trains.

Misleading advertisements.

The South Tottenham shanty, without legal cover.

Unanswered letters; verbal messages.

Refusal by railway servants to forward letters to their masters.

Clever interviews outdone.

Too many first, too few third-class, carriages.

Public embittered by persistent wrongs.

Beware of reprisals.

Respect of the law for personal liberty.

class passengers is as 1 to 16. Why not keep somewhat to that proportion in the number of seats which are given to each class in the train? These are a few, among many, of the inconveniences and discomforts which compel the public to complain. Can one, then, wonder that all the many wrongs on the part of Railway Companies—breaches of contract—breaches of Byelaws—illegal demand of fares and tickets—illegal detention—incivility—defiance of the law, sour, embitter, infuriate the public, and tempt them into a sort of riot? Have they not reason to feel as if oppressed by tyrants, who, in the might of their moneys, try to annoy any single individual who dares to resist their tyranny? Time—Money—Pluck—these are the three needs for a battle with a Railway Company. How few have the Time! fewer the Pluck, fewest the Money. If Companies do not soon cease their annoyances, be sure that Reprisals will be taken. The public will combine, and wake up a unity of spirit and action with subscribed funds to resist them; and they with the law against them, must at last succumb and be defeated. Parties of ten, twenty, fifty, may flatly refuse, on alighting from overcrowded carriages, to shew their tickets, after they have left the carriages, because they are overcrowded. No one will dare to give them in charge; no one can detain them; if they break down the barriers, and sweep all collectors before them, the Law will not punish them for asserting their rights to free themselves out of illegal detention. The Law solemnly respects the liberty of every man, and will indict those who incite him in self-defence to riot; such strong measures would end in capitulation; give me, he would say, a statutable, undisturbed, comfortable, not overcrowded, journey: then I will be obliging and if requested shew my ticket at the barrier; if not, then the collectors shall come into the carriage and examine the ticket as the Law demands. This will entail on the Companies extra work, extra service, extra expense, all of which will be saved if they “please the public,” as the public will be glad to please them. If the Law presses on them, let them ask your Honourable Board to try to alter it, but let it be altered all round, not alone to relieve the Companies. Let there be equal facilities given to the public and to them, to punish or settle in the Police Courts; to take them to the Police Court as they take the Public, not the Police Court summarily for them only, the County Court, after delay, for the Public; let there be some cheap, prompt, efficient, remedy to secure right against might, and right, too, against the height of the insolent tyranny of money. For that reason let them not take from their dividends to pay their expenses in Law; it is so easy to be lavish and spend others’ money; it is so hard on them to pay for extravagance, in their reduced wages or depreciated shares. Once a magistrate sentenced a prisoner to whom he owed a grudge to six months’ imprisonment; by Law he could only impose a fine. He was told it was illegal. “Never mind,” he said, “the prisoner will not find it out.” So the Companies fine the public, too busy,

too poor, too timid, to make enquiry; and it is thought they will not find it out. Many a man is made fraudulent because he believes that by overcrowding the Companies make dishonest gains, and he cheats out of a sort of revenge. It is for them to give the lie to his belief. Let them obey the Law; let them shew courtesy, give comfort; there will be less grumbling, less distrust, less fraud. If this year there is to be with them a sort of Railway Jubilee, let them keep it, not only in taking stock of Railway Statistics, of Fact, and Figure, and Finance, of Construction and Contrivance, of Traffic, and all other signs of Progress, but let them take stock of Railway Law, its powers for and against them, their victories and defeats under it, their compliance with it or evasion of it, their obedience to it or defiance of it.

Fraud perpetrated out of revenge.

My Lord President, if I had addressed these remarks, and any remonstrance, to the Railway Companies themselves, or to the Chairman of any Special Company, it would have been useless. I carry my Appeal to the Chief Motive Power in the State next to Parliament itself, which at least in name has most to do with Railways; if you have not sufficient powers, the Public will too gladly support any endeavour to seek those powers, and arm you for their protection. It can be no credit to a great community that the Law stands waiting to be called into action, and that no one, not even the chief authorities, appeal to it, or put it in motion. These great wrongs are daily perpetrated. Victims to Railway Tyranny suffer constantly in daily trains; railways live in our midst; they are almost an *imperium in imperio*; strong in the might of their proceedings, but weak and helpless before the Majesty of the Law. Many a cause of that suffering would be cut off if you cancelled and re-called your sanction to all Bye-laws which had been decided to be illegal. "IT IS A GREAT FACT THAT TEN DISTINCT DECISIONS HAVE BEEN GIVEN IN THE COURTS AGAINST BYE-LAW N^o 1. BY EIGHTEEN OF THE STRONGEST JUDGES," and yet, that your Honourable Board allow it to live, and to be flaunted by the Companies before and against the Public; therefore, even if we put aside all hope or chance of further legislation, may not this small instalment of relief be given to Railway Passengers by your withdrawal of that which galls and wounds them so persistently? This removed, all action under it would cease, and then a considerable advance would be made to secure and consolidate the rights and comfort of the Public.

To sum up this Appeal—and I might make it much stronger—and tale of many complaints of the public, I will repeat succinctly, for ready reference, a record of five of the Law's decisions and directions, bearing daily and hourly on railway working.

Five decisions of the Courts.

The Law says (London and Brighton Railway Co. v. Watson, L.R. 3, C.P.D. 429), "The Company may protect itself by preventing persons from trespassing on to the platform who have no tickets." I quote the words of Chief Justice Coleridge.

Tickets to be shown before entering, but not after leaving carriages.

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The Law says (*Saunders v. South Eastern Railway*, L.R. 5, Q.B.D. 456) that a passenger, after entering the carriage, is obliged to shew his ticket only when "he is travelling on the rail-
" way " in the actual meaning of the term, and in point of fact,
" and not when he has left the carriage of the Company and quit-
" ting the station." I quote the words of Chief Justice Cockburn.

Arrest for non-production of ticket illegal.

The Law says (*Chilton v. London and Croydon Railway Co.*, 16 *L.J.*, Ex. 89), "That the arrest of a passenger not producing
" his ticket, and refusing to pay the fare from the place where
" the train originally started, is illegal." I quote the decisions given by Barons Parke, Alderson, Rolfe, and Platt.

Detention for rooth part of a minute illegal.

The Law says (*Tollemache v. London and South Western Railway Co.*, 26 *Law Times*, Ex. 222), "That there is not a word
" in the Bye-law which authorizes the imprisonment of a pas-
" senger by the Company for the hundredth part of a minute,
" for any purpose whatever." I quote the words of Baron Martin.

Fare to be demanded, as a specific sum, not tendered.

The Law says (*Brown v. Great Eastern Railway Co.*, L.R. 2, Q.B.D. 406), that before any proceedings can be taken, the specific sum due for any fare is to be demanded by the Company, because that sum is known to them and not necessarily to the passenger, who is not required to *tender* it. I give the decisions of Mellor and Lush, Justices.

Extract from Report of House of Commons.

To these decisions let me add an extract from a Report of the House of Commons' Committee of Railway Rates and Fares:
" Your Committee have agreed to report that the difficulties
" in the way of obtaining redress by private individuals against
" railway companies for overcharge or illegal preference, are
" almost insuperable."

Yet not quite insuperable, if your Honourable Board seeks for them not only the protection of the Law, but a more simple, prompt, cheap administration of it.

My Lord President, the solemn question to be put to Railway Companies is—

Will you respect and obey the Law? or

Will you seek its amendment? or

Will you, without shame, or fear, or regret, continue your
" PERSISTENT DISOBEDIENCE? "

Your Lordship's obedient Servant,

JUSTICE.