

*Judgment of the Lords of the Judicial Committee  
of the Privy Council on the Appeal of  
Archibald Nugent Robertson v. The Balmain  
New Ferry Company, Limited, from the  
High Court of Australia; delivered the  
10th December, 1909.*

---

Present :

THE LORD CHANCELLOR.

LORD MACNAGHTEN.

LORD COLLINS.

SIR ARTHUR WILSON.

*[Delivered by the Lord Chancellor.]*

In this case their Lordships entirely agree with the conclusion of the High Court. There has been considerable difficulty because of the way in which the case seems to have been presented in the Courts in Australia, and particularly in the Supreme Court of New South Wales. There is no note of the summing-up of the learned Judge who tried the case, and some of the arguments which have been advanced by the learned Counsel for the Respondents are not consistent with the arguments that were advanced on their behalf in the Australian Courts. But their Lordships think that the relevant facts are all quite beyond dispute, and that some of the facts disputed are quite immaterial.

The Plaintiff paid a penny on entering the wharf to stay there till the boat should start and then be taken by the boat to the other side. The Defendants were admittedly always ready

and willing to carry out their part of this contract. Then the Plaintiff changed his mind, and wished to go back. The rules as to the exit from the wharf by the turnstile required a penny for any person who went through. This the Plaintiff refused to pay, and he was by force prevented from going through the turnstile. He then claimed damages for assault and false imprisonment.

There was no complaint, at all events there was no question left to the Jury by the Plaintiff's request, of any excessive violence, and in the circumstances admitted it is clear to their Lordships that there was no false imprisonment at all. The Plaintiff was merely called upon to leave the wharf in the way in which he contracted to leave it. There is no law requiring the Defendants to make the exit from their premises gratuitous to people who come there upon a definite contract which involves their leaving the wharf by another way. And the Defendants were entitled to resist a forcible passage through their turnstile.

The question whether the notice which was affixed to these premises was brought home to the knowledge of the Plaintiff is immaterial, because the notice itself is immaterial.

When the Plaintiff entered the Defendant's premises there was nothing agreed as to the terms on which he might go back, because neither party contemplated his going back. When he desired to do so the Defendants were entitled to impose a reasonable condition before allowing him to pass through their turnstile from a place to which he had gone of his own free will. The payment of 1d. was a quite fair condition, and if he did not choose to comply with it the Defendants were not bound to let him through.

He could proceed on the journey he had contracted for.

Under these circumstances, their Lordships consider that, when the Defendants at the end of the case submitted that there ought to be a non suit, the learned Judge ought to have nonsuited the Plaintiff. Their Lordships are glad that they can thus arrive, in accordance with law, at this decision, because they regard the Plaintiff's conduct as thoroughly unreasonable in this case.

Their Lordships are very much indebted to Mr. Dickens for his extremely concise and able argument.

Their Lordships will humbly advise His Majesty that this Appeal should be dismissed with costs.

---

**ARCHIBALD NUGENT  
ROBERTSON**

2

**THE BALMAIN NEW FERRY  
COMPANY, LIMITED.**

---

---

LONDON:  
Printed for His Majesty's Stationery Office  
By LOVE & MALCOMSON, Ltd, Dane Street  
High Holborn, W.C.  
1909.