holds himself out to do it for everyone who asks him he is a common carrier, but if he does not do it for everyone but carries for you and me only, that is a matter of special contract." And accordingly in *Ingate* v. *Christie* he held that where the defendant at his countinghouse had displayed on the doorpost the word "Lighterman," and carried goods in his lighters from the wharves to the ships for anybody who employed him, he was a common carrier. He further said: "If a person holds himself out to carry goods for everyone as a business . . . he is a common carrier." Story defines a common carrier as "one who undertakes for hire or reward to transport the goods of such as choose to employ him from place to place."

In Chitty on Carriers, 1st ed. p. 53, the learned writer, adopting the language of Story in his work on Bailments, thus defines a common carrier: "A common carrier is one who, by ancient law, held, as it were, a public office, and was bound to the public. To render a person liable as a common carrier he must exercise the business of carrying as a public employment, and must undertake to carry goods of persons indiscriminately and hold himself out as ready to engage in the transportation of goods for hire as a business and not as a casual occupation, pro hac vice."

Hoymen (*Wardell* v. *Mevrillian*, 3 Esp. 693); Wharfingers (*Mevering* v. *Todd*, 1 Stark, N.P.C. 72); Bargemen (*Ritchie* v. *Kneeland*, Cro. Jac. 330; *Amies* v. *Stephens*, 1 Stra. 128); Masters and Owners (*Ellis* v. *Turner*, 8 Term R. 531; *Gale* v. *Lawrie*, 5 B. & C. 156; *Bennett* v. *Peninsula and Oriental Steamboat Co.*, 6 C. B. 775); Or rather the actual possessors of vessels (*James* v. *Jones*, 3 Esp. 327); Though one of the termini of their voyages may be beyond the sea (*Bennett* v. *P. & O. Steamboat Co.*); Watermen and Boatmen who commonly carry goods for hire (*Lovett* v. *Hobbs*, 2 Show. 128); Ferrymen (*Churchman* v. *Tunstall*, Hardres 162; *Walker* v. *Jackson*, 10 M. & W. 161); Keelmen (*Dale* v. *Hall*, 1 Wilson 281); And Lightermen (*East India Co.* v. *Pullen*, 1 Stra. 690; *Ingate* v. *Christie*, 3 C. & K. 61); have all been held to be common carriers. The liability of a carrier by water has, according to Cockburn, C.J., been derived from the liability of land carriers. (See his remarks in *Nugent* v. *Smith*, 1 C.P.D. 439). Brett, J., in *Nugent* v. *Smith*, in his judgment in the Court below, 1 C.P.D. p. 27, thus expresses his view as to what the test should be as to when a man is a common carrier: "The real test of whether a man is a common carrier, whether by land or water, therefore really is whether he has held out that he will, so long as he has room, carry for hire the goods of every person who will bring goods to him to be carried. The test is not whether he is carrying as a public employment or whether he carries to a fixed place, but whether he holds out either expressly or by a course of conduct that he will carry for hire, so long as he has room, the goods of all persons indifferently who sent him goods to be carried. If he does this his first responsibility naturally is that he is bound by a promise implied by