

for her. In reply she said she would walk to her destination, and would leave her luggage at the station for a short time, and send for it. The porter said "All right; I'll put them on one side and take care of them;" whereupon the plaintiff quitted the station, leaving her boxes in the custody of the porter. One of them was lost. *Held*, that the transaction amounted to a delivery of the luggage by the company to the plaintiff, and a re-delivery of it by her to the porter as her agent to take care of, and that consequently the company were not responsible for the loss."

It appears to us that this latter case is sound. As a carrier, the railway company assumes a heavy responsibility. The company as a carrier is an insurer of the goods. But the owner has no power to continue that responsibility beyond a reasonable time after the carriage is at an end. In the case of ordinary luggage carried on the same train as its owner, a "reasonable time" cannot surely be extended beyond the day following its arrival. And if the owner on that day goes to the station, sees the luggage and chooses to leave it there, we think that the carriage is at an end, and that the company if liable at all must be so as warehousemen or as gratuitous bailees, in which cases negligence or gross negligence would be the test of their liability, and not merely the fact of loss.

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