

TRAVELLING BY RAIL.

pany's duty as common carriers was ended on the deposit of the goods in a bonded warehouse. In the latter case Draper, C. J. said, "the terminus of the transport being reached, the duty of common carrier is fulfilled by placing the goods in a safe place, alike safe from the weather and from danger of loss or theft, and whatever the responsibility the company incur if that safe place is one under their own charge and control, it assuredly is not the responsibility of a common carrier."

From these cases it is evident that a traveller who leaves his baggage behind him at the station on his arrival at his journey's end, thinking that so long as he retains his checks all is right, leans upon a broken reed and may find that both his baggage and his right to recover damage therefor from the Railway company has vanished like a morning mist before the rising sun.

In fact such was the actual experience of one Penton, who left Paris by train, for Seaforth, the possessor of two trunks: his baggage came safely to the latter place about three in the afternoon and was put upon the platform of the station. After a time P. helped the baggage-master to carry the trunks into the baggage-room; he then entered the bus and rode in it to the village inn, and there was nothing to have prevented him taking his baggage with him had he so chosen. In the evening, about eight o'clock, he sent his checks down for the trunks, but one had disappeared, and the evidence went to show that it had been stolen, for some weeks afterwards it was found at Clinton dispoiled of its contents. In an action against the company to recover the value of the lost articles, the jury gave him a verdict for \$57.20. In term a new trial was ordered, upon payment of costs; this was appealed against, and after argument it was held that the defendants were not responsible; that their duties as common

carriers ended when the trunks had been placed on the platform and the plaintiff had had a reasonable time to remove them, as he clearly had here, there being no necessity for his putting them into the baggage-room; a nonsuit was therefore directed: *Penton v. Grand Trunk R. W.*, 28 U.C.Q.B. 367. In *Campbell* against the same company, argued during Hilary Term of this year, the plaintiff took a ticket at London and checked his baggage to Toronto: he stopped on the way so that when his trunk arrived at Toronto he was not there to receive it. The company placed it in their baggage-room, whence it was stolen after two days: the Court, without hearing counsel for the defendants, made absolute a rule *nisi* for a nonsuit.

Where it is proved to be the custom of the porters in the employ of the company to assist passengers at the station to obtain cabs within the station grounds, and place their baggage therein, the liability of the company will be somewhat extended. Thus, where this custom prevailed, the plaintiff had with him in the car a carpet-bag containing a large sum of money, and he kept it in his own possession until alighting at the terminus in London. On stepping out of the carriage with the bag he suffered a porter of the company to take it from him, for the purpose of securing a cab. The porter having found a cab within the station grounds, placed the bag in it, and returned to the platform to get the other baggage of the plaintiff. Meanwhile, cabby disappeared, and the bag and all that was therein were lost. It was held that this was a loss through the neglect of the company, and that they were liable therefor in damages: the court considering that the bag had been delivered to the company to be carried and that there had been no re-delivery to the plaintiff, and being unable to distinguish between this and the dressing-case in *Richards v. Lon-*