

TRAVELLING BY RAIL.

ellers: *Cahill v. London & North Western R. W.*, 10 C. B. N. S. 154. Nor can a lawyer, or any one else, carry title deeds as personal luggage, nor a banker, or any other man, money as such: *Phelps v. London & North Western R. W.*, 19 C. B. N. S. 321. Nor can fond parents take a spring-horse for their little offspring: *Hudston v. Midland R. W.*, L.R. 4 Q.B. 366; nor sheets or blankets or quilts, wherewith to furnish a house when permanently settled: *Macrow v. Great Western*; nor, notwithstanding *Porter v. Hildebrand*, can a carpenter take a quantity of chisels, planes, bits, saws and gouges, nor a sewing-machine; nor can one musically inclined carry a concertina: *Bruty v. Grand Trunk R. W. Co.*, 32 U.C. Q.B. 66. If one sends his luggage by a servant and the servant gives it with his own to the company's officials, and it is lost, the master cannot recover therefor from the company: *Becher v. Great Eastern R. W. Co.*, L.R. 5 Q.B. 241.

Where a traveller carried a bag with him into the car and there left it, in order to retain his place, while he went out at a station where the train stopped for refreshments, and during his absence it was taken away, he was held entitled to recover therefor from the railway company; his ticket giving him a right to be carried with his luggage of which the bag was a part: *Gamble v. Great Western R. W.*, 24 U.C.Q.B. 407. Draper, C. J., stated that he considered the system of checking in vogue in this country only as additional precautions taken by the company, beyond what is customary in England, in order to prevent the luggage from being given up to the wrong person; that the company would be liable for a loss in case no such means of checking was in use, and if notwithstanding, a loss occurs, the liability is unchanged, in the absence of express notice on their part that they will be responsible only for articles

checked. Morrison, J., on the contrary, thought that the system of checking was notice to passengers that all articles which they do not desire or prefer to keep under their own personal care and at their own risk, must be checked or handed to the company's officers.

A lady placed her dressing-case in a car under her seat, the company's porters having taken the other baggage. On arrival at the station the railway official carried her things to her carriage. When she reached home, she, for the first time, missed her dressing-box: the Court held that the railway company must make good the amount of the loss: *Richards v. London, Brighton and South Coast R. W.*, 7 C.B. 839. In fact, the law laid down by Chambre, J., in *Robinson v. Dunmore*, 2 B. & P. 419, as to stage coaches has been considered by eminent authorities to be, in general, equally applicable to railway carriages, viz., "that if a man travel in a stage coach and take his portmanteau with him, though he had his eye upon it, yet the carrier is not absolved from his responsibility, but will be liable if the portmanteau be lost." Luggage, though never delivered to any servant of the company but kept by the passenger during the journey, is yet, in point of law, in the custody of the company, so as to render them responsible for its loss: *Great Northern R. W. Co. App. v. Shepherd Resp.* 8 Ex. 30. Willes, J., in *Talley v. Great Western R. W. Co.*, L.R. 6 C.P. 50, remarked that it had been questioned by high authority whether the liability of carriers in respect of passengers' luggage is as stringent as that in respect of the ordinary carriage of goods, and whether there be any larger obligation in respect of goods carried with passengers than in respect of passengers themselves to whom they are accessory. In this case it was decided that when a passenger's luggage is at his request placed by a railway company's