

party thus comes into his possession with his assent. *Illinois R. R. Co. v. Smyser*, 38 Ill. 354.

"If the deposit of the goods is a mere accessory to the carriage,—that is, if they are deposited for the purpose of being carried, without further orders,—the responsibility of the carrier begins from the time they are received; but, when they are subject to the further order of the owner, the case is otherwise. *Ladere v. Griffith*, 25 N. Y. 364; *Blossom v. Griffin*, 13 id. 569; *Wade v. Wheeler*, 47 id. 658; *Michigan R. R. v. Shurtz*, 7 Mich. 515.

"The same proposition is stated in a different form, when it is said that the liability of a carrier is discharged by a delivery of the goods. If he is an intermediate carrier, this duty is performed by a delivery to the succeeding carrier for further transportation, and an acceptance by him. Authorities *supra*.

"The precise facts upon which the question here arises are as follows: At the time the fire occurred, the defendant had no freight room or depot at Detroit, except a single apartment in the freight depot of the Michigan Central Railroad Company. Said depot was a building several hundred feet in length, and some three or four hundred feet in width, and was all under one roof. It was divided into sections or apartments, without any partition wall between them. There was a railway track in the centre of the building, upon which cars were run into the building, to be loaded with freight. The only use which the defendant had of said section was for the deposit of all goods and property which came over its road, or were delivered for shipment over it. This section, in common with the rest of the building, was under the control and supervision of the Michigan Central Railroad Company, as hereinafter mentioned. The defendant employed in this section two men, who checked freight which came into it. All freight which came into the section was handled exclusively by the employés of the Michigan Central Railroad Company; for which, as well as for the use of said section, said defendant paid said company a fixed compensation per hundred-weight. Goods which came into the section from defendant's road, destined over the road of the Michigan Central Railroad Company, were, at the time of unload-

ing from defendant's cars, deposited by said employés of the Michigan Central Railroad Company, in a certain place in said section from which they were loaded into the cars of said latter company, by said employés, when they were ready to receive them; and, after they were so placed, the defendant's employés did not further handle said goods. Whenever the agent of the Michigan Central Railroad Company would see any goods deposited in the section of said freight building set apart for the use of the defendant, destined over the line of said Central Railroad, he would call upon the agent of the defendant in said freight building, and, from a way-bill exhibited to him by said agent, he would take a list of said goods, and would then, also, for the first time, learn their ultimate place of destination, together with the amount of freight charges due thereon; that from the information thus obtained from said way-bill, in the hands of the defendant's agent, a way-bill would be made out by the Michigan Central Railroad Company, for the transportation of said goods over its line of railway, and not before.

"These goods were, on the 17th of October, 1865, taken from the cars, and deposited in the apartment of said building used as aforesaid by the defendant, in the place assigned as aforesaid for goods so destined.

"At the time the goods in question were forwarded from Montreal, in accordance with the usage in such cases, a way-bill was then made out in duplicate, on which was entered a list of said goods, the names of the consignees, the place to which the goods were consigned, and the amount of charges against them from Liverpool to Detroit. One of these way-bills was given to the conductor who had charge of the train containing the goods, and the other was forwarded to the agent of the defendant in Detroit. On arrival of the goods at Detroit, the conductor delivered his copy of said way-bill to the checking-clerk of defendant in said section, from which said clerk checked said goods from the cars into said section. It was the practice of the Michigan Central Railroad Company, before forwarding such goods, to take from said way-bill in the custody of said checking-clerk, in the manner aforesaid, the place of destination, and a list of said goods, and the amount of accumulated charges, and to collect