

COMMON CARRIER'S RESPONSIBILITY—NOTES OF RECENT DECISIONS.

night, and they are destroyed by fire without its fault, the company is not liable.

The liability of the carrier for delivery of through freight to the succeeding carrier has been discussed in several recent cases. In *Lawrence v. Winona and St. Peter R. R. Co.*, 2 Am. Rep. 130 (15 Minn. 390), it was held that while in the absence of a special agreement a carrier is only liable to the extent of his route, and for safe storage and delivery to the next carrier, yet, if he stores the goods in his own warehouse, at the end of his line, without delivery or notice, or attempt to deliver to the next carrier, his liability as carrier continues. In *Mills et al. v. The Michigan Central R. R. Co.*, 6 Am. Rep. 152 (45 N. Y. 622), it was held that where defendant, a carrier of goods destined to a point beyond its line, had transported them to the end of its route, and given the usual notice to the succeeding carrier, a line of vessels, and the goods were destroyed on the evening following their arrival, and while in defendant's possession, although defendant was ready to deliver the goods to the succeeding carrier, yet it was liable, as common carrier, for a reasonable time until, according to the usual course of business, a vessel of the succeeding carrier could arrive to take the goods.

Travellers have a reasonable time to claim and remove their baggage; and what is such reasonable time depends upon the circumstances of each case. After such reasonable time has elapsed the liability as carrier ceases, and that of warehouseman begins: *Mote v. Chicago & Northwestern R. R. Co.*, 1 Am. Rep. 212 (27 Iowa, 22); *Burnell v. N. Y. Central R. R. Co.*, 6 Am. Rep. 61 (48 N. Y. 154). But the baggage must be placed in a secure warehouse to exonerate the company from liability as carrier. *Bartholomew v. St. Louis and E. R. R. Co.*, 5 Am. Rep. 45 (53 Ill. 227); *Chicago & C. R. R. Co. v. Fairclough*, 52 Ill. 106. In *Burnell v. R. R. Co.*, *supra*, plaintiff called for his baggage on the second day after its arrival, and the New York court of appeals held that the liability of the company as carriers had ceased, and the liability of warehouseman had begun. Express companies are held to a stricter liability, in respect to delivery, than carriers by vessel or by rail-

way cars. The rule of liability is essentially the same, but in its application a longer time is allowed before the responsibility as insurer ceases; and as express companies are bound to make distribution and delivery at the consignee's place of business or residence, reasonable diligence must be exercised in finding the consignee before the liability as insurer ceases. *Whitbeck v. Holland*, 6 Am. Rep. 23 (45 N. Y. 13). After such diligence in finding the consignee the liability as warehouseman attaches, and that of carrier ceases. *Weed v. Barney*, 6 Am. Rep. 96 (45 N. Y. 344.)—*Albany Law Journal*.

CANADA REPORTS.

ONTARIO.

NOTES OF RECENT DECISIONS.

COMMON PLEAS.

FALLE V. THE CORPORATION OF THE TOWN OF TILSONBURG.

Streets in Town—Jurisdiction over to close up—Mun. Act, sec. 320—Construction of.

The Corporation of the Town of Tilsonburg passed a By-law to close up 250 feet of a street within its limits, called Cranberry street, substituting therefor New street; the street forming part of a road running through different townships in the county into the Town.

Held, that the county had not sole jurisdiction over the whole road; but that the Town had jurisdiction over the part within its limits, and therefore had power to close it up.

Held, also, that sec. 320 of the Mun. Act does not apply to persons whose lands do not abut on the portion of the road closed up, although they may have lands on another part of it.

PUERTELL V. BOILAN.

Ejectment—Former recovery—Estoppel.

In ejectment plaintiff claimed under a mortgage made by defendant, and defendant under a deed from the plaintiff—the mortgage having been given to secure part of the purchase money. Defendant proved a judgment in an action of covenant brought by the plaintiff against defendant on this mortgage to recover