Illinois. In Massachusetts it has been ignored under their statute. *Berley* v. *Eastern R. R. Co.*, 98 Mass. 414. The leading case (and in fact the only case) in New York, which recognizes this doctrine is, *Ryan* v. *New York Central R. R. Co.*, 35 N. Y. 210. In this case it appeared that, by the negligent management of the engine, fire was communicated to a wood-shed of the company, and thence to the house of plaintiff which was destroyed; *held*, that the burning of the house was too remote a consequence of the company's negligence to render it liable therefor.

This case was followed and approved in *Penn. R. R. Co.* v. *Kerr*, 1 Am. Rep. 431 (62 Pa. 353). In this case a warehouse, situated near the railroad track, was set on fire by sparks from one of the company's locomotives, and the fire was communicated from the warehouse to a hotel which was also consumed. *Held*, that the company was not liable for the destruction of the hotel by reason of the injury being too remote. In *Toledo, P. and W. R. R. Co.* v. *Pindar*, to appear in 5 Am. Rep. (53 Ill. 447), it appeared that a building belonging to the company was set on fire negligently by a locomotive, and from the burning building fire was blown across the street, and then communicated to the house of the plaintiff. *Held*, that the question whether the injury was too remote was for the jury. This is the extent of the reported adjudication on this most interested and complicated question of direct and remote damages. At common law, if a man built a fire on his own lands and allow it negligently to escape, he will be liable for the injury resulting thereby to his neighbors. *Turbenville* v. *Stamps*, 1 Ld. Raym. 264; s. c., 1 Salk. 13; *Pantam* v. *Isham*, id. 19; Com. Dig. Actions for Negligence, A. 6. But there must be a line somewhere, where the liability ends, else private individuals and corporations run hazards of which they little dream; and our courts, universally, may find an emergency in which they will be compelled to recognize some such doctrine as has been laid down *positively* in New York and Pennsylvania, and *conditionally* in Illinois.

Finally, we come to the adjudications upon the liability of railroads for damage from fire communicated by locomotives to goods in their charge as common carriers or warehousemen. In *Steinwig* v. *Erie R. R. Co.*, 3 Am. Rep. 673 (43 N. Y. 123) the plaintiff shipped goods over the defendant's railroad. By a clause in the bill of lading, the defendant was released from liability "from damage or loss of any article from or by fire or explosion of any kind." The goods were destroyed while on one of defendant's trains, by fire, which caught from a spark from the engine of the train. *Held*, that the defendants were not, by the stipulation in the bill of lading, released from liability for loss arising from its own negligence. In *Barron* v. *Eldridge*, 1 Am. Rep. 126 (100 Mass. 455), it appeared that flour in sheds and grain in elevators in the possession of defendant railroad company were burned by fire communicated by a locomotive of the company. It appeared further that the flour sheds were situated near the track and were of combustible material, that the fire was communicated first to these sheds and then to the warehouse or elevator, a distance of 250 feet. *Held*, that the company were guilty of negligence as to the grain in the elevators, but that it was a question for the jury whether they were guilty of negligence as to the flour in sheds. These latter cases are governed somewhat by the special contract or relation of carrier or warehousemen and patron. The great question which arises, however, on the liability of railroad companies for fires communicated by their locomotives has been when the relation is that of corporation to individuals independent of special contract, which we have already fully discussed. — *Albany Law Journal.*

FIRES COMMUNICATED BY LOCOMOTIVES — PROXIMATE AND REMOTE DAMAGES.

In a recent article (*ante*, p. 309) we took occasion to discuss in a general way the liability of railway companies for losses by fire, communicated from locomotives. We now propose to consider more definitely and thoroughly the question of proximate and remote, or direct and indirect injuries, in connection with the liabilities of railway companies. As we stated in the article above referred to, the adjudication upon this precise point is exceedingly limited, there being only three cases* reported in which the question (independent of statutory regulations as in Massachusetts) has been presented for judicial determinination in America, and not a single case in which it has been so presented in England. As Judge Hunt remarked in *Ryan* v. *N. Y. Central R. R. Co.*, 35 N. Y. 210, "it will not be useful further to refer to the authorities," and an examination of the subject upon principle, will be the only method which can evolve the true rule of law regulating cases of this character. It is true that the question cannot be called an *open one* in New York or Pennsylvania, nor possibly in Illinois; but in England, and in the great majority of the American States, it is not only novel, but unadjudicated—not only new but *open*. In New York and Pennsylvania not only has the distinction between proximate and remote injuries from fires communicated by locomotives, and a corresponding limitation of liabllity been recognized, but the courts have taken it upon themselves to declare where the line of demarcation shall be drawn. See cases cited *supra*. In Illinois, the Supreme Court, while acknow-

Ryan v. *New York Central R. R. Co.*, 35 N. Y. 210; *Pen. R. R Co.* v. *Kerr*, 1 Am. Rep. 431, (62 Pa. 353); *Toledo, etc., R. R., Co.* v. *Pindar*, 5. Am. Rep. (53 Ill. 447.)