There is another class of cases which deems the liability of the carrier, as such, to continue until the consignee has notice and reasonable time for removal, whether the goods remain in the vehicle of transportation or have been stored in a warehouse: *Moses* v. *Boston & Maine Railway Co.*, 22 N. H. 523; *Shenk* v. *Philadelphia Steam Propeller*, 60 Pa. St. 109; *Redmond* v. *Liverpool, New York & Philadelphia Steamboat Co.*, 46 N. Y. 578 (to appear in 7 Am. Rep.); *Blumenthal* v. *Brainerd*, 38 Vt. 402; *Winslow* v. *Vermont & Massachusetts R. R. Co.*, 42 id. 900 (1 Am. Rep. 365); *Hill Manufacturing Co.* v. *R. R. Co.*, 6 Am. Rep. 202 (104 Mass. 122); *Graves* v. *Hartford and New York Steamboat Co.*, 12 Am. Law Reg. N. S. 23 (to appear in 39 Conn. Rep.). This flexible rule seems to be that most generally adopted in this country, according to the later cases. In *Graves* v. *Steamboat Co.*, *supra*, Seymour, J., makes the following pertinent suggestions in support of this rule: "Whatever reasons there are for imposing a strict rule of responsibility during the transit, exist and continue in full force until the consignee has reasonable time to take the goods into his own care and custody. The rule adopted in Massachusetts has the merit of being definite and of easy application, and may in many cases avoid a painful controversy as to what, under the circumstances, is a reasonable time within which the consignee must appear and take the goods. But, on the other hand, that rule puts an end to the carrier's responsibility as such, just where that responsibility is of the highest value to the shipper. Between the deposit of the goods on the platform and their delivery to the consignee, they are exposed to theft, depredation and injury by strangers, and by the carrier's employees. In making delivery care is needed to avoid mistakes, and attention required to see if the goods are uninjured. During the whole process of delivery, until fully completed, the goods should remain in the care of the carrier upon the full responsibility pertaining to him as such, and he ought not to be allowed to lay aside that responsibility until the owner of the goods has had a fair and reasonable time and opportunity to receive them." Notwithstanding the fact that the rule of liability as insurer, which attaches to the capacity of a carrier, originated in a period and in a state of society very different from our own, and notwithstanding the evident disposition of the courts to effect a modification of a liability exceedingly strict for modern times and modern commercial institutions, the rule as laid down by Judge Seymour is far preferable, on principle, to that laid down by Chief Justice Shaw. If the liability of the carrier continues at all, after the arrival of the vehicle containing the transported goods, it must continue for a *reasonable* time after such arrival. None of the cases go so far as to hold that at the moment the vessel or car arrives at its destination the liability as carrier ceases. Goods must at least be taken out of the vessel or car, or delivery must be accepted by the consignee while on board such vessel or car, in order to terminate the liability as carrier, according to the strictest of the cases. And it seems a most arbitrary rule that a removal of the goods from the vehicle of transportation to a platform, wharf, or warehouse should, *per se*, be sufficient to terminate the responsibility as carrier.

A distinction has been suggested between land-borne and water-borne goods, but this seems to be not well founded, and was repudiated in *Graves* v. *Steamboat Co.*, *supra*, and in *Redmond* v. *Steamboat Co.*, *supra*. See, also, *Richardson* v. *Goddard*, 23 How. (U. S.) 28. The effect of custom has, however, been recognized. In *McMaster* v. *Pennsylvania R. R. Co.*, 28 Phil. 397 (69 Pa. St.), it was held that upon proof of a custom on the part of a railway company to deliver goods at a way station on their platform, without warehousing or giving notice of their arrival to the consignee, such delivery was sufficient, and an exoneration of the carrier from liability for their subsequent loss. See, also, *Farmers' and Mechanics' Bank* v. *The Champlain Transportation Co.*, 23 Vt. 186. So, also, the positive acts of the consignee may be considered in determining the period when the liability as carrier ceases. In *Fenner* v. *The Buffalo and State Line R. R. Co.*, 4 Am. Rep. 709 (44 N. Y. 505), it was held that where a common carrier, a railroad company by agreement with the consignee and for mutual convenience, stores goods which have arrived at their destination, in its freight-house for the