

RAILWAY CARRIERS OR WAREHOUSEMEN.

McCAFFREY v. C. P. R. Co.

IN this case (*1 Man. L. R. 350*) the facts were as follows : In the month of April, 1882, plaintiff's wife purchased from the G. W. R. Co. in the City of Toronto, tickets for the conveyance of herself and children from Toronto to Winnipeg, over certain lines of railway, including that of the defendants. At the time of purchasing the tickets, she had her baggage checked, in the usual way, through from Toronto to Winnipeg. She reached Winnipeg on the 24th of April, and on the following day she and the plaintiff went to the railway station to get her baggage, and there saw the trunk, the loss of which was the subject of the action. Her other trunks had not at this time arrived, and acting, as she said, on the advice of some person at the station, she did not take it away, but left it to await the arrival of the others. A day or two after, the other trunks arrived and were taken away by the plaintiff and his wife. The trunk which first arrived had, however, in the meantime disappeared and was never received by the owner. The court held that the defendants were not liable as warehousemen, because it did not appear that they had charged or were entitled to charge storage ; but held, without giving reasons for the opinion, that the defendants were liable as common carriers. We think that this latter point will stand a little investigation.

There is no doubt that " it is the duty of a railway company with regard to the luggage of a passenger, which travels by the same train with him, but not under his control, when it has reached its destination, to have it ready for delivery upon the platform at the usual place of delivery, until the owner, in the exercise of due diligence, can receive it ; and the liability of the company does not cease until a rea-