

was present when his trunk arrived at the station, and assisted in removing it into the baggage room to be kept for him. He had a reasonable opportunity to take it away, but he did not avail himself of it, but had it removed into the baggage room for his own convenience. The Court held that in these circumstances the railroad had ceased to be the carrier of the trunk and had assumed the character of warehousemen, and the trunk having been in a few hours after feloniously stolen, the company were not liable. The case is cited for this purpose, and is followed in *Vineberg v. Grand Trunk R.W. Co.*, 13 A.R. 93, where it is laid down that the duty of the company is to have the baggage ready for delivery at the usual place, until the owner can, in the exercise of due diligence, call for and receive it.

The question of what is a reasonable time will require to be modified when the railway company acts on the new provisions made for the transport of baggage by the Board of Railway Commissioners in June, 1908. These may be found set forth in Jacob's *Railway Law of Canada*, p. 736. By rule 7(d) it is provided that "passengers can frequently expedite the movement of baggage by presenting same for checking for one train . . . in advance of that on which they expect to travel." The agent at Chicago checked this baggage in advance, and told the plaintiff that she was incurring no risk in sending the trunk in that way and that she might be sure her trunk would be safe. Taking it that it has been proved, (which is not the case), that the trunk reached its destination at Hawkesbury after 6 p.m. on the 14th April, and that it was destroyed by fire without negligence on the part of the company about 10 o'clock that same night, it cannot be said that that interval of four hours was sufficient to change the status of the railway from carriers into that of warehousemen, when it was known to the company that the owner was coming by another train on a later day from Chicago to Hawkesbury. On this ground I would affirm the judgment below, and it may well be supported on other grounds. Dismiss the appeal with costs.

LATCHFORD and MIDDLETON, JJ., concurred.