

TERMINATION OF COMMON CARRIER'S RESPONSIBILITY AS INSURER.

strict law and the full powers of defence. By reforming the office of Coroner, and abridging its functions so that the inquest may be merely as to the identity of the deceased, and as to the cause of death,—a proceeding more strictly for information and not for accusation—much of that unseemliness and coarseness of demeanour which has so greatly tended to bring the "Coroner's 'quest'" into disrepute, will be avoided, by the removal of the occasion of factious and personal disquietude; and the appointment of medical men to the office will be better justified, when medical and physiological questions alone have to be determined, taking the dead body and the symptoms it exhibits as a main part of the evidence, to be commented upon (as we hold that it should) by the Coroner from his own observation. There would no longer, then, be a reason for insistence on the presence of the person who may have caused the death, and the proceeding would be properly ex-parte to all intents and purposes. One effect of this would be, that the publication of such ex-parte proceedings, if affecting another whose conduct would remain to be considered by another tribunal, would be properly considered, in the words of Bayley, J., "a matter of great criminality." And, indeed, an enforced reticence in such cases, as well as the absence of the incriminated person himself, might often be productive of the best results; for, in the words of Lord Tenterden, "it may be requisite that a suspected person should not, in so early a stage, be informed of the suspicion against him, and of the evidence on which it is founded, lest he should elude justice by flight, tampering with witnesses, or otherwise."—*Irish Law Times*.

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It is a general principle that the liability of a common carrier of goods continues as insurer until a *reasonable time* after the arrival of the vehicle of transportation at its destination. And this principle is applicable without regard to the nature of the goods or the character of the vehicle, and whether the carriage be by water or by land. But in determining this *reasonable time* during which the

responsibility as carrier continues there has been much difficulty and disagreement. The question has usually been reserved by the court as purely one of law, or submitted to the jury under the strictest directions.

One class of cases confines the period of responsibility as carrier, after arrival of vehicle, to the narrowest limits, and holds that a removal of the goods from the vessel or the car upon a wharf or platform, or into a freight-house, discharges the carrier from all responsibility as such, and transforms the liability into that of warehouseman: *Norway Plains Co. v. Boston & Maine R. R., Co.* 1 Gray, 263; *Sessions v. Western R. R. Co.*, 16 id. 132; *Rice v. Boston & Worcester R. R. Co.*, 98 Mass. 212; *Shepherd v. Bristol & Exeter R. R.*, Law Rep., 3 Exch. 189. These cases are decided solely with reference to the carrier's convenience, and while reducing the time after arrival to a *minimum*, and the specific acts of the carrier to the least possible, before the liability as carrier ceases, they do not take into account the convenience or reasonable expectations of the consignee. That able jurist Chief Justice Shaw, of the Supreme Court of Massachusetts, in *Norway Plains Co. v. Railroad Co.*, *supra*, thus presented this view of the subject: "This view of the law applicable to railroad companies as common carriers of merchandise, affords a plain, precise, and practical rule of duty, of easy application, well adapted to the security of all persons interested; it determines that they are responsible as common carriers until the goods are removed from the cars and placed upon the platform; that if on account of their arrival in the night, or at any other time when, by the usage and course of business, the doors of the merchandise depot or warehouse are closed, or for any other cause, they cannot be delivered, or if, for any reason, the consignee is not there ready to receive them, it is the duty of the company to store them and preserve them safely, under the charge of competent and careful servants, ready to be delivered and actually deliver them when duly called for by parties authorized and entitled to receive them; and for the performance of these duties after the goods are delivered from the cars, the company are liable as warehousemen or keepers of goods for hire."