sidered as personal luggage. This would include," he continues, " not only articles of apparel, whether for use or ornament, . . . but also the gun-case or fishing apparatus of the sportsman, the easel of the artist on a sketching tour, or the books of the student, and other articles of analogous character, the use of which is personal to the traveller, and the taking of which has arisen from the fact of his journeying. On the other hand, the term 'ordinary luggage' being thus confined to that which is personal to the passenger, and carried for his use and convenience, it follows that what is carried for the purpose of business, such as merchandise and the like, or for larger or ulterior purposes, such as articles of furniture or household goods, would not come within the description 'ordinary luggage' unless accepted as such by the carrier." See also 1 Amer. & Eng. Enc. Law. "Baggage," 1042; 2 Ror. R.R. 988; Hutch. Carr. ss. 677, 683, 686. So that it would seem that baggage, in the sense of the law, may consist of such articles of apparel as, through necessity, convenience, comfort, or recreation, the passenger may take for his personal use, according to the habits or wants of the particular class to which he belongs, either with reference to the immediate necessities or the ultimate purpose of the journey. The question, what articles of property, as to quantity and value, contained in a trunk, may be deemed baggage within the rule, is to be determined by the jury according to the circumstances of the case, subject to the power of the court to correct any abuse. *Railroad Co.* v. *Fraloff*, 100 U.S. 24; *Bomar* v. *Maxwell*, 9 Humph. 622; *Brock* v. *Gale*, 14 Fla. 523; *Mauritz* v. *Railroad Co.*, 23 Fed. Rep. 765. As the contract of the carrier of passengers is to carry a reasonable amount of baggage for the accommodation of the passenger, it follows from the nature and object of the contract, as observed by Appleton, C.J., " that the right of a passenger is limited to the baggage required for his pleasure, convenience and necessity during the journey." *Wilson* v. *Railroad Co.*, 56 Me. 62. Articles of whatever kind that do not properly come within the description of ordinary baggage are not included within the terms of such contract, nor is the carrier liable for their loss or destruction, in the absence of negligence. Stage properties, costumes, paraphernalia, advertising matter, etc., are not articles required for the pleasure or convenience or necessity of the passenger during his journey, but are plainly intended for the larger or ulterior purposes of carrying on the theatrical business. They do not fall, therefore, under the denomination of "baggage," and in the absence of negligence, no liability can arise against the carrier for their loss or destruction unless accepted as baggage by the carrier. . . . While it is true that passenger carriers are not liable for merchandise and the like, when packed up with a traveller's baggage, if the baggage be lost, yet if the merchandise be so packed as to be obviously merchandise to the eye, and the carrier takes it without objection, he is liable for the loss. *Story, Bailm.* s. 499. Thus, in the case of *Railway Co.* v. *Shepherd*, 8 Exch. 30, Parke, B., said: " If the plaintiff had carried these articles exposed, or had packed them in the shape of merchandise, so that the company might have known what they were, and they had chosen to treat them as personal luggage, and carry them without demanding any extra remuneration, they would have been responsible for the loss. So, also, upon any limit in point