

LIABILITY OF A SLEEPING CAR COMPANY FOR
LOSS OF BAGGAGE.

An examination of the cases relating to the obligations and liabilities of sleeping car companies for loss of goods and baggage of passengers will show a great diversity of opinion and that no uniform rule has yet been agreed upon. This is not surprising when we consider that the service is of so recent growth, that some of the patents have not expired by which certain companies claim peculiar rights in the business.

The business dates back but little more than a third of a century, and the cars of that time were of every conceivable form, many of them in which the berths were open as in a canal packet. The accommodations were of the simplest character and the charges correspondingly light. As the various short lines of railroads became consolidated and operated under one management, the demand for better accommodations for night travel called into being the Wagner, Pullman and other sleeping cars. These offered superior accommodations and the charges were proportionately increased. These companies proposed to a traveller in effect to give him a safe and commodious car with a double berth to sleep in, and provide the necessary porters to wait on him, for a fixed price paid in advance above the charge for his transportation. These companies claim that they are not common carriers and therefore are not liable as such for a failure to carry those who have paid for the accommodation, and that they are not liable like innkeepers, and therefore not responsible for the safekeeping of the passenger's goods and baggage, and it must be said that a number of cases sustain their contention.

The law upon this subject has not yet become crystallized, and must ultimately in the absence of statutory regulations be determined by the application of common law rules in analogous cases. It may be well to examine the character of the cases decided. In *Pullman etc., Co. v. Gaylord* (23 Am. Law Reg. 788) the action was brought to recover the sum of \$300, the value of a diamond scarf pin stolen from the defendant while asleep.

In *Scaling v. Pullman etc., Co.*, (24 Mo. App. 29) the action was brought to recover \$245, the value of a gold watch and pair of pantaloons stolen while the passenger was asleep. In *Bevis v. B. & O. Ry. Co.*, (26 Id. 19) the action was brought to recover \$500, the value of a scarf pin, and \$5, in money alleged to have been stolen while the passenger was asleep. In *Woodruff etc. Co.*,