forward to the wrecked train and immediately on arriving there he missed his pocket-book and went back to recover it. Search was made but it could not be found. When plaintiff paid his fare he was handed a check, upon which was printed the same words found upon exhibit B fyled in this cause. The plaintiff recovered and the company appealed from the judgment.

The next point to be considered is whether the defendants were guilty of negligence. Their employee accepted the plaintiff's bag, carried it into the car and put it in the drawing room. He might in this particular case have easily secured the safety of the bag by closing the door of that compartment, which he says, was self-locking. For some twenty minutes the car was left unguarded in a large public station where a large number of people congregate and where thieves and confidence men frequently resort, wholly unprotected by the presence of any employee of the defendants in the car. The porter, as I have already shown, admits that any one could have entered the car without his knowledge and have opened the window and thrown the bag out, and this is what, no doubt, happened. The plaintiff surrendered his bag to the porter and never saw it again. The porter did not warn him in any way that he should protect his bag by his own presence. I am disposed to think there was negligence. Here were two men attached to one car, a conductor and porter, who apparently had no other duties than to look after this car and to assist the passengers, and yet the car is left unprotected. It is admitted that it can be robbed with impunity while they are on duty. I think the nature of defendants' business calls upon them to exercise greater care and diligence than they did in this case."

"Now as to the protection afforded by the rule that baggage, etc., taken into the car will be entirely at owner's risk, and employees are forbidden to take charge of the same, article 1815, C. C., contains special provisions as to the way in which innkeepers, etc., may limit their responsibility, with which the defendants did not conform. As already pointed out there was no condition on the ticket excluding responsibility. It is only after the contract is made and the car is started that the check containing the notice is given to the passenger. I should think it extremely doubtful if the company could, after the contract has been made and after the journey has begun, force such a condition upon the traveller. It is true, plaintiff says that he received similar checks from defendants before, and was aware of their contents, but it appears evident that on this occasion his bag was taken into the car and was stolen before he received the check, for he missed his bag, the moment he went on board, so that the condition or notice on the check could not apply to that trip. It may be presumed that they intended to give him a similar check on this occasion, from the fact that they did give him one after his bag was stolen, but it cannot be said to be proved that he was under notice at the time the bag was lost, from the mere fact that on previous occasions he had received checks with this notice on them. Again it is clear that the defendants could not protect themselves from their own negligence by such a notice. If their responsibility is that of an innkeeper it is exceptional under art. 1815, where they are made liable for property, even above the value of $200, if it has been stolen through their default or neglect. In the case of Laurence and the G. N. W. Telegraph