

held that carriers of passengers are responsible for the carriage and safe delivery of such baggage as, by custom and usage, is ordinarily carried by travellers; and the payment of the usual fare includes, in legal contemplation, a compensation for the conveyance of such baggage; that they are insurers of such baggage in the same manner and to the same extent as for goods or freight; that baggage, within the rule of such liability, is confined to such articles as are usually carried as baggage, for the personal use of the passenger, or for his convenience, instruction or amusement on the journey, and does not include that which is carried for the purposes of business, such as merchandise or the like: that while the obligation of a carrier of passengers is limited to ordinary baggage, yet, if the carrier knowingly permit a passenger, either on payment or without payment of an extra charge, to take articles as personal baggage which are not properly such, it will be liable for their loss or destruction, though without fault. Lord, J., says, *inter alia*: "As to what constitutes 'baggage' in the legal sense or 'ordinary baggage,' or 'personal baggage,' as commonly used in England, it has been found by the courts difficult, if not impossible, to define with accuracy within the meaning of the rule of the carrier's liability." "It is agreed on all hands," said Earle, C.J., "that it is impossible to draw any very well defined line as to what is and what is not necessary or ordinary baggage for a traveller. That which one traveller would consider indispensable would be deemed superfluous and unnecessary by another. But the general habits and wants of mankind must be taken to be in the mind of the carrier when he receives a passenger for conveyance." *Phelps v. Railroad Co.*, 19 C.B. (N.S.) 321. In a general sense it may be said to include such articles as it is usual for persons travelling to take with them for their pleasure, convenience, and comfort, according to the habits and wants of the class to which they belong. In *Weeks v. Railroad Co.*, 9 Hun. 669, it is said that a passenger may carry with him "such articles of necessity and convenience as are usually carried by passengers for their personal use and comfort, instruction and convenience, or protection." In *Jordan v. Railroad Co.*, 5 Cush. 69, the rule is stated to be "that baggage includes such articles as are of necessity or convenience for personal use, and such as is usual for persons travelling to take with them." In *Johnson v. Stone*, 11 Humph. 419, the court said: "It is not practical to state with precise accuracy what shall be included by the term 'baggage.' It certainly includes articles of necessity and personal convenience usually carried by passengers for their personal use; and what these may be will very much depend upon the habits, tastes, and resources of the passenger." In *Railroad Co. v. Swift*, 12 Wall. 262, Mr. Justice Field said that the contract "to carry the person, only implies an undertaking to transport such a limited quantity of articles as are ordinarily taken by travellers for personal use and convenience, such quantity depending, of course, upon the station of the party, the object and length of his journey, and many other considerations." In *Macrow v. Railway Co.*, L.R. 6 Q.B. 612, Cockburn, C.J., said: "Whatever the passenger takes with him for his personal use and convenience, according to the habits or wants of the particular class to which he belongs, either with reference to the immediate necessities or to the ultimate purpose of the journey, must be con-