tiff's pretension is that they are liable as common carriers. The plea of the Company is that they were not bound to look after the plaintiff's coat, or hat, or overshoes, but only after his baggage or valuables confided to their keeping. They admit that they were bound to carry himself and his baggage safely, but say that they are not liable for articles of wearing apparel not specially placed in their custody. They allege that there were two state rooms for keeping clothing in. They say that if the plaintiff had consigned his coat to the care of a servant, they would have been liable. It was even admitted at the argument, that if Mr. Torrance had left the overcoat on the table where the waiter told him it would be safe, they would have been liable. But the coat was not left on the table, there was no special delivery to the waiter, and the case presents itself in this form :—The plaintiff embarked on the boat; he did not place his overcoat specially under the charge of the waiter; he did not leave it in the place where the waiter told him it would be safe; are the Company liable?

A good deal of stress has been laid on the Roman law, and also on the general law respecting carriers. No doubt the obligations of common carriers extend to the traveller himself, and to any precious articles he may give into their care; but I doubt whether they go to the extent of making the Company liable for an article like an overcoat. It appears to me that a distinction must be made between an article of wearing apparel which may be thrown off, like an overcoat, and precious articles confided to the care of a carrier. A case has been cited which occurred in Upper Canada. (*Gamble* v. *Great Western Railway Co.*, p. 236, Vol. 1, Upper Canada Law Journal, New Series.) A gentleman got on board a train with a carpet bag, which he hung up in the car, in disregard of the rule of the Company, requiring such articles to be checked. On arriving at a station, he placed the bag on his seat, as though to intimate that the seat belonged to him, and went to get his breakfast. During his absence, some fellow loafing about the car walked off with the bag. The traveller brought an action against the Company, and, notwithstanding the absence of any proof that he had conformed to the rules of the Company by checking, or attempting to check, the bag, or had made a special deposit of it in any one's care, the Court, composed of Chief Justice Draper, Justices Haggerty and Morrison, condemned the Company to pay, Morrison, J., dissenting. This decision seems to me to be carrying the liability of common carriers to a preposterous extent. But in any case that decision does not apply here; for in that case it was luggage that was lost and not an overcoat or walking stick. The Court seems to have laid stress upon the fact that it was luggage. I do not think that either this or any other case cited is exactly in point. A number of French decisions have been cited, one of which is as follows:—A man arrives at a hotel. The hotel keeper says, I am crowded, I can only accommodate you with a room shared by another traveller. The man replies that he is not particular, and he is conducted to his room. At night he places his watch with a considerable sum of money under his pillow, and falls asleep. In the morning he finds his fellow-traveller gone, and his watch and money also gone. He brought an action against the hotel-keeper, and, strange to say, the Court condemned the latter to pay the amount. The only explanation of this decision that can be supposed is, that there was no evidence that it was the traveller's bed-fellow that carried off the watch. However, it certainly was going very far to hold the hotel-keeper liable, when there was no intimation to him, no special deposit. But I find nothing in any of these decisions that is exactly to the point. The text of the Roman law might perhaps hold the Company liable. But having no authority exactly in point, by which I am bound, and being left to the consideration of the case apart from precedents, I am inclined to say that the Company are not liable; and for these reasons:—1st. Because the article was not luggage, and did not come under the heading of luggage or merchandize. 2nd. The plaintiff did not take the precaution to put it in the special place set apart for clothing. 3rd. The servant told him it would be safe on the table, and he did not leave it on the table. It is true that when the plaintiff discovered his loss the captain told him it would be made