

senger on the railroad, was killed, and the money which was carried on the agent's person, without notice to the railroad company, was destroyed by the company's negligence, it was held that the company was not liable for the loss of the money. Again, in an Iowa case a passenger gave his overcoat, containing a pocketbook in which was the sum of \$500, which he was taking with him for the purpose of making an investment, to the porter of the sleeping car, who hung it up in his berth. He had money enough for travelling expenses elsewhere about his person. During the journey the train was derailed, the car in which he was was riding being thrown on its side and taking fire. The passenger got out safely, and, after the fire was extinguished, he told the porter in regard to the money, and the overcoat was returned to him, but the pocketbook had disappeared. It was held that there was no cause of action against the railroad.

(b) Several well considered English cases lay it down, that if the passenger has not assumed the custody of the article, the fact that it is placed in the carriage with him, and therefore is under his more immediate control and inspection, does not relieve the carrier from his extraordinary responsibility. In one of these cases it was proved that the plaintiff's wife became a passenger upon a railway carriage, and that a dressing case which she was taking with her was placed in the carriage under the seat, and that on the arrival of the train at her destination the porters of the company took upon themselves the duty of carrying her luggage from the railway carriage to the hackney carriage, which was to convey her to her residence. The dressing case was lost, but at what time did not appear. The carrier was held liable, the court saying that the fact that it was placed in the railway carriage with her made no difference. In the *Le Couteur* case, already referred to, the passenger's valise had been placed by the railroad porter on the seat of the carriage in which he was riding, and the court said that it would require 'such circumstances as would lead irresistibly to the conclusion that the passenger takes such personal control and charge of his property as altogether to give up all hold upon the company before we say the company, as carriers, are relieved from their liability in case of loss.' But the authority of these cases would seem to be shaken by the more recent case of *Bexyheim v. R. Co.*, where it is held by the Court of Appeal that a railroad is not an insurer in respect to