

expired the carrier is responsible for its safe-keeping *under the contract of carriage*, and not as a mere voluntary depositary. It was also held that the term of four and twenty hours is within a reasonable delay. It followed that the passenger has the right under such circumstances to establish the value of the lost baggage by his own oath, and to recover the same, in the absence of proof by the carrier that the loss arose from an uncontrollable event. A minor point involved in the case was whether the passenger's oath makes proof of the value of articles in a lost trunk, belonging to his wife who accompanied him, and who was separate as to property. This point was specially raised on the part of the carrier, and though not noticed in the opinion of the Court, must be taken as decided in the affirmative inasmuch as the judgment was confirmed purely and simply. The second case, *Canadian Pacific Railway Co. & Pellant et vir*, was also an appeal from a decision of Pagnuelo, J., reported in M. L. R., 7 S. C. 131, where the observations of the learned judge will be found. In this case the passenger travelled by train. On reaching her destination, it was not convenient for her to remove her luggage immediately. When she went to claim it on the following day part of it was not forthcoming. It was held by the majority of the Court (Baby, Hall and Wurtele, JJ.) that she was within a reasonable delay, and was entitled to establish the value of the lost articles by her own oath. The dissentient judges in each case were Justices Bossé and Blanchet, the two decisions taken together showing that the six judges presently constituting the Court stand four to two on the question.