not deliver his effects to the carrier and surrender his control, during the time of the journey to him, the latter should not be held to the extraordinary liability of a common carrier.

Nevertheless it does not follow that in every case where the baggage is taken into or placed at his request in the vehicle in which he is riding, in order that he may have the use of it during the journey, that he, the passenger, has assumed custody of it or has taken it out of the legal custody of the carrier.

*Railroads.*—The principles to be applied to cases such as these will, as a general rule, be varied more or less by the question: (*a*) Has there been a delivery to the carrier? (*b*) Though in the possession of the carrier, has the passenger himself assumed the custody of the article? (*c*) Has the passenger's own conduct contributed to the loss? In the first case the carrier obviously could not be charged with any liability; in the second, the carrier would be liable as an insurer if it had the custody, and for negligence only if the passenger had assumed the custody; and in the last the contributory negligence of the passenger would be a legal bar to his action.

(*a*) In *Tower* v. *Utica R. Co.*, the plaintiff, a passenger, went into a car with his overcoat on his arm, which he threw on his seat, and when he left the train at its destination forgot to take it with him. The carrier was held not liable, the court saying: 'The overcoat was not delivered into the possession or custody of the defendants, which is essential to their liability as carriers. . . . If they were under any obligation to take charge of the article in question after it was discovered to have been left in the car (and it is not necessary to deny that they were), ordinary care is all that can be exacted, and that was sufficiently established.' So in a Canadian case where a passenger entered a car just before the train started, left his valise on a vacant seat and went out, and upon his return the valise was gone, it was held that there had been no sufficient delivery of the valise to the carrier, it not appearing that any one was in charge of the train at the time.

A railroad is not liable for the negligent destruction of a sum of money in the custody of the passenger and carried by him, without notice to the carrier, for a purpose unconnected with the expenses of the journey. Thus where plaintiff intrusted a package of money to his agent to carry, and the agent, while a pas-