nominee, such as was Chalifour, it was to be free from all liability. No doubt this condition was contained in a contract made only between the Company and the shippers. But it was inserted to regulate the terms on which the nominee, if allowed to travel, was to be accepted, and the nominee, if he validly signed the pass in which its substance was repeated, accepted these approved terms as definitive of the footing on which the was to be carried. In this respect there is no real distinction between the facts and those in *The Grand Trunk* v. *Robinson* (1), where the pass was written on the same paper as the contract. All that section 340 of the Railway Act requires is that the class of condition should have been approved by the Board, and such approval was obviously given in the present case. Their Lordships are unable to agree with the reasons given in the judgment of Duff, J., in the Supreme Court of Canada, for thinking that what was done did not comply with all that section 340 required.

The next question to be considered is whether the appellants have discharged the burden of proving that Chalifour assented to the special terms on which he was invited to travel. The evidence on this point is somewhat meagre. No witness has any exact recollection of what took place. Chalifour understood but little English and he could not read or write, though he could sign his name. He had been for two years in the employment of the shippers, to look after stock; but he had not been in Western Canada prior to the occasion on which the particular journey was made, and on which his death took place. Before that he had worked in a brewery, apparently in Quebec. It was proved that the appellants kept a

(1) 1915 A. C. 740.