

The action is against a company of public carrier, claiming the sum of \$198.00 for the loss of certain effects which it failed to deliver.

The plaintiff alleges that the defendant is carrier at Montreal; (2) that on the 12th of February, 1909, plaintiff delivered to one of the agents of the company certain effects which are described in her declaration, of the value of \$205; (3) that the company, by its employee engaged to transfer said effects to 479 Rivard street, and to deliver them at the address indicated; (4) that the company, by the fault and negligence of its employee, never delivered said effects to said address; (5) that plaintiff has often requested defendant and its attorneys to deliver back said effects or to pay her the value thereof, which said company has refused and neglected to do; (6) that the defendant on several occasions acknowledged its responsibility, but has refused to paid said value; a slight error has been made in adding up the different items of the value in the declaration, which really amount to \$198, and not to \$205; upon motion plaintiff furnishes certain particulars as to the allegations of paragraph 6 to the effect that after the 12th of February, 1909, one of the employees of the defendant, whom the plaintiff believes was its manager, acknowledged that the defendant was responsible for the loss of said case, and that it was impossible for the company to return it, and he himself engaged to settle with her while in Quebec, where he expected to be on the 10th of March following.

The defendant pleads (1) denying paragraphs 1, 2, 3, 4, 5 and 6, with the particulars thereof; (2) that on or about the 12th of February, 1909, plaintiff contracted with defendant for the transferring from the Place Viger Railway Station to the address indicated in paragraph 3 a suit