were lost or destroyed by an "Act of God" (as it was called—such as lightning), or other vis major. With the phenomenal development of the carrying trade during the last half of the last century, however, and the practical monopoly of the inland carrying trade by the railway companies, they began to contract themselves out of this common law liability, by introducing into their contracts of carriage, express stipulations negativing their liability. As a result of the economic conditions above-mentioned, the merchant shippers were compelled to submit to these conditions and to ship their goods subject thereto. The courts, however, in a series of cases similar in principle to the two under discussion, to a certain extent relieved shippers from the effect of these stipulations, and held that although the railway companies could thereby relieve themselves from liability for the loss or destruction of goods by any uncontrollable force or act of God (as for example the great Ottawa fire), yet they could not relieve themselves from liability for the loss or destruction of goods caused by their own negligence. Therefore, if goods are destroyed through the negligence of the railway company or its servants, no matter how explicit the express conditions of carriage are, the company will not thereby be relieved from liability therefor. This is the general principle governing the liability of railway companies and other common carriers under the present condition of the law, and it was on this principle that the two present cases were decided. In both these cases, goods were shipped via the Canadian Pacific Railway to Ottawa, where they remained in the company's storehouse, and where they were when the disastrous fire of a year ago destroyed them although due notice of their arrival had been sent to the consignees. The whole question considered by the learned Judge (Meredith, J.), was one of pure fact rather than one of law—namely, could it be said that the fire was in any sense attributable to the negligence or misconduct of the defendant company? If so, they were liable, despite the express provisions in their contracts of carriage negativing their liability; if not, they were not liable. The learned judge held that "the fire was an overwhelming catastrophe, not arising through any negligence in any sense attributable to the defendants"—it was an act of God, so to speak, and under the old common law, as well as under the present law, common carriers have never been, and are not now, liable for loss or destruction of goods caused by such unforeseen and accidental events. The non-liability of the insurance companies rested on an entirely different principle.

ARRANGEMENTS have been completed whereby a regular fortnightly service will be maintained by the Furness Line between St. John and London during the coming summer season, the steamers leaving London every alternate Thursday, and St. John every alternate Saturday.