read the receipt; did not see any wri' .t; looked at it in the same way he would look at a paper he was handed; he has seen the defendants give receipts over and over again. (*b*) Nor is there a tittle of evidence that Horn knew that the paper contained conditions. (*c*) The receipt was not handed to him at the time he paid; it apparently would never have been handed to him at all if he had not bethough himself that he was acting for another, and asked for a receipt for the trunk. The paper was handed to him in response to his request for a receipt for the trunk, and not at all as a special contract or as containing the terms upon which the trunk would be accepted for transfer and the money for payment—the trunk was already in the possession of the defendants for transfer, and they had taken off the steamer check and the money had been paid a quarter of an hour before. There were no circumstances which would induce a reasonable man, then at least, to think that the receipt contained special conditions (at least not if I am a reasonable man—I am sure I have handed my checks to the servants of the company and received receipts a dozen times without having any thought that the paper I received contained conditions). There was absolutely nothing done by the defendants to draw Horn's attention to the special conditions, or to the fact that there were special conditions or any conditions.

Then it is argued that the agents of the defendants had no authority to enter into any but the contract evidenced by the "receipt;" and *Harris* v. *Great Western R.W. Co.*, 1 Q.B.D., and the remarks of Blackburn, J., at pp. 533-4, are referred to. However the case may be where the master is other than a common carrier—and it were useless to enter upon a discussion of the general principle—it seems clear that such a company as this are bound by a contract of the agent they put forward as having the management of that part of their business: *Pickford* v. *Grand Trunk R.W. Co.*, 12 M. & W. 766; *Heald* v. *Carey*, 11 C.B. 977; *Winkfield* v. *Packington*, 2 C. & P. 600. I have said nothing about negligence, but it is hard to see how the conduct of these defendants is consistent with care—no theory is advanced for the disappearance of the trunk, and it does not seem to be a prudent system which permits the sudden vanishing of such an article.

Upon the whole, I am of the opinion that the judgment entered by the Chancellor in the trial court for the defendants should be set aside and judgment entered for the plaintiff for