

On the 26th of the same month the plaintiffs wrote again to the agent, countermanding the instructions to cancel the insurance, as, "since writing to you on the 23rd we find on reference to our marine insurance policy, that it covers the goods in transit to Portland as well as from that point."

The agent on receipt of the letter of the 23rd, and before receiving that of the 26th, cancelled the declaration, so that, as he says, the plaintiffs are precluded from making a claim upon the insurers.

It is very clear that plaintiffs were bound by the terms of their shipping bill, signed by them and handed to defendants' agent before he would receive the goods for defendants as carriers, if accepted by defendants and not superseded by the bill of lading. This bill requested defendants, over plaintiffs' signature, to receive the goods in question, "subject to the terms and conditions stated above and to those on the other side of this shipping note." One of the conditions on the other side was: "13. In case of any loss or damage to goods for which this company or connecting lines or other carriers may be liable, it is agreed that the company or line or carriers so liable shall be given the benefit of any insurance effected by or for account of the owner of said goods and shall be subrogated in such rights before any demand shall be made on them in respect of such loss or damage, and in case of any liability whatsoever, the company shall only be liable for the invoice value of the property at the point of shipment. . . .

As to the bill of lading there seems to be no doubt, upon the authorities, that its terms are binding; that it contains the contract, or at least the written evidence of the contract: see *Lerdue v. Ward*, 20 Q. B. D. 475; *Parker v. South Eastern R. W. Co.*, 2 C. P. D. 416; *Watkins v. Rymill*, 10 Q. B. D. 178; *North-West Transportation Co. v. McKenzie*, 25 S. C. R. 38. . . . Even if it could be found as a fact—a finding I should be unable to make—that none of the plaintiffs' officers had read, or was aware of, the terms of the bill, yet I cannot doubt that plaintiffs would be bound by its conditions.

One of the conditions, plainly printed upon the face of the bill of lading, applicable to the service until delivery at the port of Portland, is in these words: "The shipper must insure all insurable property; and in case of any loss for which the Grand Trunk Railway Company or its connections are liable, the company or carrier so liable shall be entitled to the benefit of such insurance in estimating the damages to be paid by such carrier, and the insurer shall not be subrogated to any rights against such carrier."