

"Considering that the value of the other effects, which have been fixed at \$98, should be reduced, as they had been used, to a sum of \$73, which, added to the sum of \$100, make \$173.50;

"Considering that plaintiff has established her right to a judgment in her favor for said last mentioned sum (\$173.50), and that defendant has failed to prove the material allegations of its plea;

"Doth reject the plea and offer of the said defendant, and doth adjudged and condemn the said defendant to pay to the said plaintiff the sum of \$173.50 with costs."

Taschereau, Roy, Cannon and Parent, attorneys for plaintiff.

Hickson and Campbell, attorneys for defendant.

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NOTES.—C. Sup., *Bate vs Canadian Pacific Railway*, 18 R. C. Sup., 697: "Plaintiff purchased from an agent of the company at Ottawa what was called a 'land seeker's ticket' the only kind of return ticket issued on the route, for a passage to Winnipeg and return, paying less than the single fare each way. The ticket was not transferable and had conditions printed on it, one of which limited the liability of the company for baggage to wearing apparel not exceeding \$100 in value, and another required the signature of the passenger for the purpose of identification and to prevent a transfer. The agent obtained plaintiff's signature to the ticket explaining that it was for the purpose of identification; but did not read nor explain to her any of the conditions, and having sore eyes at the time she was unable to read them herself. On the trip to Winnipeg an accident happened to the train and plaintiff's baggage, valued at over \$1,000, caught fire and was destroyed. The jury found for plaintiff for the alleged value of the baggage. Held, reversing the judgment appealed from (15 Ont. App. R., 388), *Gwynne, J., dissenting*, that there was sufficient evidence that the loss of the baggage was caused by defendants' negligence, and, the special conditions printed on the ticket not having