

SUPERIOR COURT.

Public carrier. — Contract. — Limitation. — Gross negligence. — Responsibility.

MONTREAL, 20th October 1910.

Sir M. M. TAIT, C. J.

RUTH CONWAY *vs* CANADIAN TRANSFER COMPANY,
LIMITED

HELD.—1o. That the delivery by a carrier and the receipt by the sender of a receipt for the transportation of baggage, containing a clause liberating the carrier from any liability, except in case of fraud and gross negligence, and in any instance, for more than \$50.00, do not relieve the carrier of the responsibility for the loss of case-suit caused by the fault of his employees;

2o. That it is gross negligence for a carrier to leave a suit-case upon its carriage, at 9 o'clock in the evening, in a public street, unprotected and unguarded;

3o. That the condition of a receipt, limiting the liability of the carrier to \$50.00, even in case of gross negligence is a special condition within the meaning of the article 1676 C. c. which cannot avail it, if the loss was occasioned by its gross negligence.

Civil Code, article 1676.

R. S. C., cap. 37, section 363.