

and suffering incident to the operation at Kingston. I would assess these damages at \$150; and I would, in that event, refuse to interfere with the operation of the rule as to setting off costs; because the claim made is, I think, unfair and exaggerated.

As it is, I dismiss the action with costs.

LATCHFORD, J.

JUNE 6TH, 1912.

*ROBINSON v. GRAND TRUNK R.W. CO.

Railway—Carriage of Live Stock and Man in Charge—Injury to Man by Negligence of Railway Company—Liability—Special Contract of Exemption made with Shipper—Privilege of Travelling at Half-fare—Claim for Injuries—Want of Knowledge of Terms of Contract.

Action for damages for injuries sustained by the plaintiff, by reason of the defendants' negligence, while the plaintiff was a passenger by the defendants' railway from Milverton to South River.

W. L. Haight, for the plaintiff.

D. L. McCarthy, K.C., and D'Arcy Tate, K.C., for the defendants.

LATCHFORD, J.:—That the defendants caused injury to the plaintiff by their negligence was formally admitted at the trial, where the damages which the plaintiff thus sustained were fixed by a jury at \$3,000.

It is, however, contended on behalf of the defendants that they are relieved from liability by the terms of a contract made between them and one Dr. Parker, who shipped a horse, in charge of the plaintiff, from Milverton, in the county of Perth, to South River, in the district of Parry Sound. Dr. Parker had purchased the horse for his friend Dr. McCombe, of South River; and, at the latter's request, the plaintiff proceeded to Milverton to bring up the horse—the rules of the defendants requiring that live stock shipped more than one hundred miles should have a man in charge.

The plaintiff accompanied Dr. Parker to the railway station, and was present when the shipping bill and special contract upon which the defendants rely was signed by the agent and by Dr. Parker, who thereupon, at the instance of the agent,

*To be reported in the Ontario Law Reports.