the Board: (2) The Board may in any case, or by regulation, determine the extent to which the liability of the company may be so impaired, restricted or limited: (3) The Board may by regulation prescribe the terms and conditions under which any traffic may be carried by the Company."

"Traffic" is interpreted to mean "the traffic of passengers, goods and rolling stock," sec. 2 (30). Any "goods" by (10) of the same section, as "personal property of every description that may be conveyed upon the railway, or upon steam vessels or other vessels connected with the railway."

Section 284, which I need not quote at length, should also be looked at. It prescribes for the "accommodations for traffic" and, among other things, for "with due care and diligence" receiving, carrying and delivering traffic. And sub-sec. 7 gives to every person aggrieved by any neglect or refusal on the part of the company to comply with the requirements of the section, but subject to this Act, "an action therefor against the company, from which action the company shall not be relieved by any notice, condition or declaration," if the damage arises from the negligence or omission of the company, or of its servants. The omission from this subsection of the word "contract" should also be noted, a word found in sec. 340 in connection with the other words here used, with the additional words "by-law, regulation."

In the well known Vogel case, 11 S.C.R. 612, two of the learned Judges, Strong, J., and Taschereau, J., were of the opinion that a similar provision, without the words "subject to this Act," and without any provision, in the legislation as it then stood equivalent to the present sec. 340, did not prohibit a railway company from entering into a special contract limiting its liability even for the consequences of its own negligence. And a similar opinion was expressed in this Court by Burton, J.A., see 10 A.R. 171, 172, and in effect by Patterson, J.A., at page 183. That was before the days of the Railway Board, when efforts to unduly limit their responsibilities as common carriers were not infrequent on the part of Railway Companies, by means of "notices, conditions and declarations," to which it could not be said that the consignors or consignees were parties otherwise than through an often doubtful notice of some kind. See the history of such efforts in the judgment of Strong, J., in the Vogel case at page 629, et seq. Now, after the matter had repeatedly arisen in the Courts and formed the subject of much expensive litigation (see among other cases, Grand Trunk R.W. Co. v. McMillan, 16 S.C.R. 559; Robertson v. Grand Trunk R.W.