

## II. THE CARRIAGE OF GOODS.

Sec. 214. "The company shall, according to its powers, furnish, at the place of starting, and at the junction of the railway with other railways, and at all stopping places established for such purpose, adequate and suitable accommodation for the receiving and loading of all traffic offered for carriage upon the railway,—and shall furnish adequate and suitable accommodation for the carrying, unloading and delivering of all such traffic,—and shall, without delay, and with due care and diligence, receive, carry and deliver all such traffic, and shall furnish and use all proper appliances, accommodation and means necessary therefor.

"2. Such traffic shall be taken, carried to and from, and delivered at such places, on the due payment of the toll lawfully payable therefor.

"3. Every person aggrieved by any neglect or refusal in the premises shall, subject to this Act, have 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 any negligence or omission of the company or of its servant.

"4. If in any case such accommodation is not, in the opinion of the Board, furnished by the company, the Board may order the company to furnish the same within such time or during such period as the Board deems expedient, having regard to all proper interests."

Sec. 215. "All regular trains shall be started and run, as near as practicable, at regular hours, fixed by public notice."

These sections are a substantial re-enactment of s. 246 of the Act of 1888 with the addition of the provision contained in s. 214 (4). As before pointed out, the former act also provided for carriage of passengers in this section.

Sec. 214 only expresses what were the common law duties and obligations of common carriers, though as interpreted in *G.T. Ry. Co. v. Vogel*, 11 S.C.R. 612, par 3, went beyond the common law. The Court in that case held that the words "notice, condition or declaration" included a special contract and that a railway company could not, in consideration of a reduced rate of freight, be relieved from an action founded on negligence by a stipulation to that effect in the shipping receipt. In *Robertson v. G.T.Ry. Co.*,