

ding and other traffic forms. At the time they and three others were the only railway companies that had thus complied with the requirements of the Act, and there was much diversity in the forms used by different companies. The Board therefore abstained from making any final or definite order on the subject, but made an interim order, the effect of which was to permit the appellants to continue the use of their present forms until otherwise directed. Among the forms so authorized was that in which the Live Stock Special Contract in the present case was made. One of its clauses provided that—

“In case of the Company granting to the shipper or any nominee or nominees of the shipper a pass or privilege less than full fare to ride on the train in which the property is being carried, for the purpose of taking care of the same while in transit, and at the owner’s risk as aforesaid, then, as to every person so travelling on such a pass or privilege less than full fare, the Company is to be entirely free from liability in respect of his death, injury, or damage, and whether it be caused by the negligence of the Company or its servants or employees or otherwise howsoever.”

On the same date as the Live Stock Contract was made, on the 18th September, 1911, a pass was issued to Chalfour and a man named Adshead, who were the nominees of the Gordon Ironside and Fare Company (Limited), the shippers under the special Live Stock Contract. The pass was in the following form:—

*Canadian Pacific Railway, Western Division.*

*Live Stock Transportation Pass.*

To Conductors.                      Winnipeg, 18th September, 1911.

The two men whose signatures are subscribed on back