that no claim in respect of such loss was made within seven days of the time when the same should have been delivered. The plaintiff on cross-examination said, "I de- "livered in a paper specifying what the "things were, I signed it. I did not read "the paper. A person told me to sign it. "He did not call my attention to the con- "ditions or read them. I think I must have "seen the word 'conditions.'" It was held that the judgment should be for the defendants. Bramwell, B., in delivering his judgment, said, "A person who signed a paper "like this must know that he signs it for "some purpose, and where he gives it to the "Company, must understand it is to regulate "the right which it explains; where the party "does not pretend that he was deceived, he "should never be allowed to set up such "defence."

In *Parker* v. *S.E.R.Co.*, 1 C.P.D. 618 (A.D. 1876), the plaintiff deposited his bag (of the value of £24. 12s.), in the defendants' cloak room, paid 2d. and received a ticket. The bag was lost or stolen, through, as alleged in the declaration, the negligence of the Company's servants. In an action to recover its value, the plaintiff swore that on receiving the ticket he placed it in his pocket without reading it, imagining it to be only a receipt for the money paid for the deposit of the articles; that he did not see the condition at the back of the ticket . . . . The Judge left two questions to the jury: 1. Did the plaintiff read or was he aware of the special condition upon which the article was deposited? 2. Was the plaintiff, under the circumstances, under any obligation, in the exercise of reasonable and proper caution, to read or to make himself aware of the condition? The Jury answered both questions in the negative and a verdict was entered for the plaintiff. Held, that upon these facts and findings, the Company was responsible for the loss of the goods.

From this judgment the defendants appealed. There was diversity of opinion upon the subject in the Court of Appeal, Lords Justices Mellish and Bagallay holding that there ought to be a new trial, on the ground that there had been a misdirection by the Judge, inasmuch as the plaintiff could be under no obligation to read the condition; and that the second question left to the jury ought to have been, whether the Company did that which was reasonably sufficient to give the plaintiff notice of the condition. Lord Justice Bramwell held that, on the facts proved, it was a question of law, and that judgment ought to be entered for the defendant.

In this case the plaintiff did not sign the ticket. As I understand the judgment of Mellish, L.J., it goes this length, that if the plaintiff had signed the ticket, the condition written on it would have constituted a contract between him and the Company, whether he read the conditions or not, or did not know what they were.

The cases in our own courts as to the effect of passengers or consignors by railways signing contracts similar or analogous to the one signed by Mrs. Redgrave, are more uniform and consistent than those rendered in the law courts in England—a point to which I shall refer presently.

In *O'Rourke* v. *G. W. R. Co.*, 23 U.C.R. 427 (1864), to an action for negligence in the carriage of cattle by the defendants on their railway for the plaintiff, the defendants pleaded that the cattle were delivered by the plaintiff and received by the defendants to be carried on a special contract, subject to the following conditions: That the plaintiff undertook all risk of loss, injury, damage or other contingencies in loading, unloading, conveyance or otherwise, whether arising from the negligence, default or misconduct, criminal or otherwise, on the part of the defendants or their servants.

At the trial it was proved that through negligence on the part of the defendants' servants, four of the cattle were injured and one killed. They had been put into a box car against the plaintiff's remonstrances.

For the defence, the station master proved that the plaintiff signed the paper containing the conditions; that he told the plaintiff that he must sign the conditions, but did not think that the plaintiff looked at it long enough to read it.

The court held that the plaintiff was bound by the conditions, though he might not have read or understood the paper.