mentioned are laces, jewellery, trinkets, gold, silver and plated goods; and the defendants therefore said that even if the goods were removed from the case while in their custody (which the defendants denied) the defendants were, by the terms of the contract, exempt from all liability for the loss of the goods.

5. The defendants further said that by the terms of the contract "no claim for damages "for loss or detention of any goods for which "the company is accountable shall be "allowed, unless notice in writing and the "particulars of the claim of said loss, damage "or detention are given to the station freight "agent at or nearest to the place of delivery "within thirty-six hours after the goods, in "respect to which said claim is made, are "delivered," and the defendants therefore said even if the said goods were removed from the case while in the custody of the defendants (which the defendants denied), no such notice as required by the said contract was so served within thirty-six hours after the delivery of the goods, and the defendants are therefore not liable for the loss.

The plaintiff joined issue upon the defendants' statement of defence.

The case was tried before me, with a jury, at the sittings of this court in December, 1887.

The facts, so far as material, were shortly these:—The plaintiff, an emigrant from England, in giving her evidence, said she arrived at Quebec by one of the transatlantic steamers, and landed on the company's wharf there. She had four boxes, or cases, with her—three cases besides the one referred to in the pleadings in this action. It had been packed to the top with things in London. She herself helped in packing it and knew what was in it. She saw the case on the said wharf and applied a new label to it. She wanted to take the four cases with her, but the freight checker of the defendants told her the case was too heavy and could not be sent on the express train on which she was going to Ottawa, but would be despatched for its destination by the first freight train and that she would receive it in Ottawa in three or four days. The freight checker gave her, she said, a paper—(filed on the trial at Exhibit A)—which he told her was a receipt for the case; that he did not read it to her, nor did she read it herself. This paper was the shipping receipt note given to her by the defendants' officer. She left Quebec for Ottawa the same day—28th June, 1887. She next saw the case in question on the 12th July, 1887, at Ottawa. Her son-in-law, Alfred Cattermole, brought it from the railway station of the defendants at Ottawa. She saw at once that the case had been tampered with; the leather straps which bound down the lid were cut at one side and one end, and upon opening the case she found that many articles had been taken out of it. She then specified the missing articles and their values—amounting to $73.60. Alfred Cattermole was present when she opened the case. On her cross-examination she is shown the shipping request note, and is asked if she signed it. She said she did not think that the signature to it, "C. Redgrave," was her hand-writing; that she did not remember signing it; that she did not believe it was her signature; that it was not her signature.

Alfred Cattermole said that he went to the railway station for the box or case on 6th July, and was told by the person in charge of the freight shed there that it had not arrived yet. On 11th July he went there again to inquire after the case and was told that it had come; it had been there four days. He said he had left Mrs. Redgrave's address with the boy who was in the freight shed when he called for the case on 6th July; and that he asked on the 11th July why, if they had the case for four days, did they not notify Mrs. Redgrave, but got no satisfaction. He came back with a truck on the 12th July and took the case away, paying sixty-six cents for freight, the weight of the case as shown by the shipping request note being 200 lbs. He confirmed the evidence of the plaintiff (Mrs. Redgrave) as to the condition of the case—the leather straps cut and indications that the case had been opened.

That, in substance, was the case for the plaintiff. Evidence was then adduced at great length on behalf of the defendants, who called nine witnesses—four from Quebec, one