

"Considering that it is impossible to find upon the facts proved that there was either an express or implied contract between the plaintiff and the defendant, that the said suit-case should be carried and conveyed by it from Place Viger to No. 479 Rivard street, upon the special conditions pleaded by defendant in its plea;

"Seeing Art. 1676 C.C., and that under said article even if the proof establishes that the delivery and acceptance of said receipt under the circumstances proved, constitute a notice by it to plaintiff of the special conditions in said receipt, limiting its liability, and even supposing that the conditions thereof can be held to have been made known to her by the delivery to her of said receipt under the circumstances proved, nevertheless, the said defendant is liable inasmuch as it is established that the loss was caused by the fault of its employees for whom it is responsible: See also *Bate vs. The Canadian Pacific Railroad Company*, 18 C. S. R., p 697;

"Considering that the *Glengoil case* (*R. J. 6 Q. B.*, pp. 95 and 294, note 1, and 28 S. C. R., p. 146), is distinguishable from the present case, inasmuch as the Court there found an express contract between the shipper and the ship, and that although the learned Chief Justice, who delivered the judgment of that Court says, that article 1676 C. C., does not prohibit an express contract limiting liability under a bill of lading, nevertheless the decision of the said case did not turn upon that point, the appeal failing upon another ground; (*See pp. 156 and 157*);

"Considering that the case of *Ruttenberg et al vs the Dominion Express Co.*, (*R. J.*, 18 K. B. p. 50), is also distinguishable inasmuch as the plaintiffs themselves declared upon and invoked the bill of lading in their declaration and as the learned judge, who rendered the judgment in appeal says, they could not afterwards repudiate