

would, had not death ensued, have entitled the person injured to maintain an action and recover damages. If Chalifour validly contracted himself out of this right, his representatives could not therefore have sued if the law of either of these Provinces governs.

The crucial questions which arise are whether Chalifour, by signing the pass under the circumstances in which he was accepted as a passenger in charge of the cattle at less than the full fare, bound himself to renounce what would otherwise have been his rights, and if so, whether the respondents were precluded from claiming under the article in the Quebec Code? If that article applied, it is not in controversy that the widow and son were proper plaintiffs in this action.

Dealing with the first of these questions, their Lordships have arrived at a conclusion different from that of the majority in the Supreme Court of Canada. Section 340 of the Railway Act of the Dominion provides that "no contract, condition, by-law, regulation, declaration, or notice made or given by the company, impairing, restricting, or limiting its liability in respect of the carriage of any traffic, shall, except as hereinafter provided, relieve the company from such liability, unless such class of contract, condition, by-law, regulation, declaration, or notice shall have been first authorized or approved by order or regulation of the Board." By sub-section 2 "the Board may, in any case or by regulation, determine the extent to which the liability of the company may be so impaired, restricted, or limited." By sub-section 3 "the Board may by regulation prescribe the terms and conditions under which any traffic may be carried by the Company." It appears that in 1904 the appellants applied to the Board for approval of their forms of bills of la-