

tiff is entitled to recover for the loss, damage or detention of her goods. I agree unreservedly with the finding of the jury on every point: being of the opinion that the evidence adduced at the trial amply warranted the answers returned by the jury to every question left to them. Several questions were discussed by counsel in the course of the argument, but from the view which I hold in respect of this case, the liability of defendants turns upon the true answers to two questions: first, Whether the plaintiff is bound by the conditions upon the shipping request note and the receipt note—the conditions endorsed upon each being identical; and second, Whether in the circumstances shown in evidence and upon the correct construction of the said conditions, the defendants are relieved from liability for the loss of the plaintiff's goods.

As to the first point, Mrs. Redgrave in her evidence denied that she signed the shipping note. If she did not sign it, she is not bound by the terms endorsed on it, and in that case she ought to succeed in this action. Her evidence on that point was by no means satisfactory. On her cross-examination she is shown the shipping note and asked if she signed it. Her answers were: "I don't think that the paper shown me is my writing. I don't remember signing it. I don't believe it to be my signature. It is not my signature." Mr. Barlowe, the then baggage master of the defendants at Quebec, before whom she signed the shipping note and who gave her the receipt note, proved that she did sign the shipping note in his presence and delivered it to him. The jury obviously hesitated before they would say that she signed the document, for after an absence of upwards of two hours they returned into court stating, "We wish to get this lady's signature." She wrote her name on three separate pieces of paper, with which and the exhibits in the case they retired into the jury room, and shortly after returned into court with the finding, amongst the others, that she did sign the shipping note. It seems to me that any person competent to form a correct judgment as to handwriting will not, upon a comparison of the signatures on the shipping note and the three pieces of paper signed by

the plaintiff in compliance with the request of the jury, hesitate long in coming to the conclusion that the signature to each and all of them is in the same handwriting. At all events, the jury have found as a fact that she signed the shipping note. That being the case, is she bound by the terms endorsed thereon? Mr. McVeity contended that she is not. The form of the argument on that point I have very briefly indicated above.

Mrs. Redgrave, as plainly appeared from her examination at the trial, is a woman much above the average, quick and intelligent. She writes a very fair hand. In these respects she compares very favorably with the great mass of emigrants from the mother country. It was not pretended that any fraud was used in procuring her signature to the shipping note. What passed upon the occasion of signing that document, according to her own evidence and that of Mr. Barlowe was, in substance, that she was asked to sign it, and was told by Mr. Barlowe when he gave her the receipt note that it was a receipt for her box. These are the facts connected with the signature. Under these circumstances is she bound by the conditions indorsed on the shipping note signed by her—which are identical with the conditions indorsed upon the receipt note delivered to her by the Company's official?

I think the point is covered by authority which I am bound to obey: by which I am concluded. The decisions upon the subject are numerous. I shall refer to only a few of them. In *Lewis v. G. W. R. Co.*, 5 H. & N. 867 (A. D. 1860), the plaintiff delivered to the defendants certain goods to be carried on their line. He filled up and signed a receiving note describing the goods as "furniture." On the paper under the head "conditions" were these words, "No claim for deficiency, damage or detention will be allowed unless made within three days after the time of delivery of the goods; nor for loss unless made within seven days of the time they should have been delivered." To a declaration alleging that part of the goods was lost by the neglect of the defendants, they pleaded the above condition and then averred, admitting the loss of part of the goods through unintentional and accidental mis-delivery thereof,