

USAGE—Continued.

- when carrier can not limit his liability by showing usage, pp. 152, 153.
- usage is admissible to explain a contract, pp. 154, 157.
- but not to contradict it, pp. 154, 155.

V.

VALUE AND CONTENTS.

- owner not required to state value of goods unasked, p. 20.
- but if asked must answer truly, pp. 20, 21.
- notices by carrier as to value and character of goods valid, pp. 81, 82.
- early permitted in England, pp. 82, 87.
- criticism on the practice, p. 86.
- allowed usually in America, pp. 87, 88, 89.
- rule as to in Illinois doubtful, p. 89, 453.
- unreasonable charges not permitted, p. 90.
- notices as to value and in derogation of liability severable, pp. 90, 91.
- must not be conflicting or ambiguous, pp. 91, 92, 93.
- without notice no duty on owner to state value, p. 93.
- nor where value is apparent, pp. 93, 94.
- notices not complied with no recovery can be had, p. 95.
- except where certain sum is named as limit of carrier's liability, p. 96.
- notice may be waived by carrier, pp. 96, 97.
- as by special contract different from terms of notice, p. 96.
- right to set up owner's failure to comply with notice not precluded by having paid former loss, pp. 96, 97.
- waiver may be by agent, p. 97.
- notice that value must be specified in receipt waived by acceptance of goods by agent with knowledge of value, p. 97.
- failure of owner to disclose value and contents of goods does not excuse negligence of carrier, pp. 169-171.
- unless amounting to contributory negligence, pp. 171, 172.

"VALUE AND CONTENTS UNKNOWN."

- construction of these words in bills of lading, pp. 264, 265.

VERMONT.

- carrier may limit his liability by contract, p. 55.
- but not by notice, p. 55.

"VICIOUSNESS."

- construction of this word in stock contracts, p. 266.

VIRGINIA.

- carrier may limit his liability by contract, p. 55.
- but not for negligence, p. 55.