

responsable, lorsque crédit a été accordé en contravention à ses ordres. Les causes de *Gibson v. Hervey*, 3 R. L. 460, and *Debenham v. Mellor*, 3 Leg. News, 129, 268, peuvent être lues à profit. Je renvoie l'action avec dépens.

Augé & Lafortune, pour le demandeur.
Mercier, Beausoleil, Choquet & Martineau,
 pour le défendeur.
 (P. G. M.)

COUNTY COURT (COUNTY CARLETON.)

OTTAWA, Dec. 30, 1887.

Before Ross, J.C.C.

REDGRAVE v. CANADIAN PACIFIC RAILWAY CO.
Railway Company—Responsibility for freight—
Condition of contract requiring notice of
loss within thirty-six hours.

The plaintiff signed a shipping bill, by one of the conditions of which it was provided that no claim for damages for loss or detention of any goods should be allowed unless notice in writing and the particulars of loss, damage, or detention were given to the station freight agent at or nearest the place of delivery within thirty-six hours after the goods were delivered. The goods were delivered 12th July, and notice of loss was not given until 25th August.

Held:—*That railway companies may by contract relieve themselves from responsibility for loss, damage or detention of goods unless caused by negligence on their own part or that of their servants, that the condition in this case was reasonable, and no negligence being alleged, the company was relieved from responsibility.*

PER CURIAM. This was an action brought by the plaintiff to recover from the defendants the value of one case of emigrant's effects delivered to the defendants at the city of Quebec, as common carriers, to be by them carried to the city of Ottawa.

The material paragraphs of the plaintiff's statement of claim were as follows, namely:—

3. The defendants did not deliver the said case within a reasonable time.

4. When the case was delivered to the plaintiff, it had been opened and a quantity of goods and chattels taken from it.

5. This paragraph (5) contained a list of

the articles taken from the case, the estimated value of which, as therein stated, was \$74.25.

6. The defendants have not delivered the said goods to the plaintiff, and have refused and still refuse to deliver up the said goods, although the plaintiff has demanded delivery of the same.

7. In the alternative, the plaintiff says that the defendants or their servants have converted the said articles to their own use and wholly deprived the plaintiff of the same.

8. The plaintiff claims the value of the said goods and damages for their detention.

The plaintiff claims \$75 and the costs of this action.

In the statement of defence:—

1. The defendants denied all the allegations contained in the 3rd, 4th, 5th, 6th and 1st paragraphs of the plaintiff's statement of claim.

2. The defendants said that they delivered the said case to the plaintiff within a reasonable time, in the same condition in which it was delivered to them by the plaintiff.

3. The defendants further said that it was agreed in writing between the plaintiff and them, and formed part of the contract between the plaintiff and the defendants for the carriage of the said goods, that the defendants would not be liable for and were thereby wholly exonerated from all liability for loss of or damage to any package or the contents insufficiently or improperly packed; and the defendants said that even if the articles mentioned in the plaintiff's statement of claim were removed from the said case while in the custody of defendants (which the defendants denied), the said case was insufficiently and improperly packed, and that, therefore, by the terms of the contract, the defendants were not liable for the alleged loss.

4. The defendants further said that by the terms of the contract it was further agreed that the defendants would not be liable for, and were thereby wholly exonerated from all liability for any loss or damage to any lace, jewellery, trinkets, gold, silver or plated goods of any description whatsoever, and that a portion of the goods in the fifth paragraph of the plaintiff's statement of claim