Canada, in the case of *Glengoil SS. Company & Pilkington*,[19] as follows: "A condition in the bill of lading providing that the shipowner shall not be liable for negligence on the part of the master or mariners, or their own servants or agents, is not contrary to public policy, nor prohibited by law in the Province of Quebec." This judgment further held that art. 1676 of the Civil Code of the Province of Quebec only applied to notices by carriers and not to bills of lading, as the contract between the parties. It would, also, appear from the judgment, that in England and presumably the other provinces of Canada, and in France, Italy, Germany and Belgium, the law, prior to that time, had been to the same effect.[20]

Previous decisions in the Province of Quebec had determined that no person could contract out of the consequences of his own negligence,[21] but *Glengoil & Pilkington* has been followed by the Quebec courts.[22]

Since the Supreme Court decision in *Glengoil & Pilkington*, jurisprudence in France has declared to be void clauses exempting from liability for negligence.[23] This latter jurisprudence is more in accord with the Convention of Berne [24] and the French statute,[25] both of which prohibit or limit exemption of liability for negligence.[26]

Section 4, in declaring certain exceptions void, does not, in terms, impose upon the shipowner and others the obligation to use the care and due diligence, which he cannot relieve himself from.

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19. (1898) 28 S.C.R. 146.

20. Id., p. 158.

21. *Rendell* v. *Black Diamond Steamship Co.*, Q.R. 10 S.C. 257.

22. *Dean* v. *Furness*, Q.R. 9 Q.B. 81; *Canada Sugar Refining Co.* v. *Furness-Withy Co., Limited*, Q.R. 27 S.C. 502.

23. (1901) S.P. 1, 401 and note; (1901) D.P. 1, 152; (1903) D.P. 1, 17 and 19 and note.

24. 1st October, 1890.

25. 20 mars 1902.

26. (1903) D.P. 1, 19; Journal Officiel, p. 1408.