

ployee of the defendant, and instructed him that the said suit-case was to be taken to No. 479 Rivard street, in the City of Montreal; that the said employee took the said check from plaintiff and then left her and returned again with the receipt in question in this cause, and plaintiff then paid to him the sum of 50 cents, being the amount demanded for conveying the said suit-case to its destination; that the said employee did not draw the plaintiff's attention to the fact that there were any conditions limiting the liability of the defendant in respect of the delivery of the said suit-case, upon said receipt; that there is no evidence to show that the plaintiff read the said conditions, that the said defendant took possession of the said suit-case, placed it upon its sleigh for delivery at the address given it; that upon the same sleigh there was a trunk to be delivered at 162 Park avenue; that the defendant's employees in charge of the said sleigh upon which was the said suit-case, on arriving at 162 Park avenue, about nine o'clock in the evening, carried the trunk into said premises, leaving the said suit-case in the sleigh unguarded and unprotected; that during the time the said employees were taking in the said trunk, the suit-case was stolen from the sleigh by persons unknown and has never been delivered to the said plaintiff; that the following morning the plaintiff visited the office of the said defendant and complained of the non-delivery thereof, and left a list of its contents, similar to the one produced by her, that she remained in Montreal for some three weeks, and frequently called at defendant's office regarding the loss of the said suit-case:

"Considering that the company defendant is a common carrier (6 *Cyc.* pp. 365-366-369), and that it was guilty of gross negligence in leaving the said suit-case upon its sleigh at that hour, unprotected and unguarded;