

Coleman v. Hill, 10 O. R. 178. I have in Kendrick v. Barkey, 9 O. W. R. 356, given some account of the cases.

The defendants in the Sales case based their contention . . . upon the express provisions in the Grand Trunk Railway shipping bill, cl. 11, that the Grand Trunk Railway Company "is to act only as agent of the owner of the goods as to that portion of the said rate required to meet the charges of other carriers beyond the company's line," and that in handing over the goods to the connecting carrier the Grand Trunk Railway Company "shall be held to be the agent of the owner"—the argument being that the Grand Trunk Railway Company handed over the goods to the Lake Erie and Detroit River R. R. Co. under the terms of their shipping bill as agent of the owner, and consequently the owner, through his agent pro hac vice, entered into the contract with the Lake Erie, etc., Co. relied upon by them. Effect was given to this contention: see 26 S. C. R. at p. 676. . . . No such provision is found in the contract in the present case; the Dominion Express Co. is not made the agent of the owner to enter into a contract for him with any other company. . . . The Dominion Express Co. is neither agent nor principal of the connecting carrier, but the connecting carrier is the agent of the plaintiff. And where the stipulation is made which covers the defendants here, there is no provision for agency at all—it would be absurd to consider that when the express company placed the goods in question upon the car of the defendants they were acting as agents of the plaintiff and not as contractors with him. . . .

No defence can be based upon the clause in the agreement between the two companies (sec. 13) that the express company "will assume all responsibility and satisfy all valid claims for the loss of or damage to express matter in its charge . . . and will hold harmless and keep indemnified the railway company against any claim . . . for damage . . . which may be occasioned by accidents to trains on the railway" Jennings v. Grand Trunk R. W. Co., 15 A. R. 477. . . .

In case anything should ultimately turn upon any fact, I find that the evidence of the plaintiff is wholly to be relied upon.

I am satisfied with the evidence as to value.

The plaintiff will have judgment for the equivalent in our money of 16,000 francs and costs.