

in the Legislature of Nova Scotia for many years, was made judge of the Supreme Court. This gentleman married a sister of the late Hon. J. W. Johnston, for a quarter of a century Conservative leader in Nova Scotia, by whom he had a large family. The eldest son, Sir William Johnston Ritchie, is Chief Justice of the Supreme Court of Canada. A second brother, J. W. Ritchie, succeeded ex-Governor Archibald as Judge of Equity in Nova Scotia, and occupied the position until three years ago, when he resigned and was succeeded on the bench by the present Minister of Justice. The newly appointed judge has been at the bar for over a quarter of a century and for some years has been Recorder of the City of Halifax.

SUPERIOR COURT.

QUEBEC, Sept 21, 1885.

Before CASAUULT, J.

ROBICHAUD v. LA COMPAGNIE DU PACIFIQUE
CANADIEN.

Carrier—Connecting line—Delay after transhipment—Condition.

HELD:—*That the condition on the back of a railway company's shipping bill, exonerating the company from liability for delays after goods are delivered to a connecting line at the extremity of the receiving company's line of railway, is a reasonable condition, and will exonerate the receiving line of railway from responsibility if delay occurs after transhipment to the connecting line has taken place.*

The plaintiff shipped a box at Smith's Falls, on the line of the defendant's railway for the City of Quebec, prepaid freight, and stipulated that the box should go by way of Brockville and thence over the Grand Trunk Railway to Quebec, instead of going by Ottawa and Montreal, via the North Shore Railway line. The Company defendants took from plaintiff an ordinary shipping bill signed in duplicate with the usual conditions printed on the back, thereby undertaking to make delivery of the box at Quebec as shipped.

One of the conditions on the bill read as follows:—

"And it is expressly agreed and declared

"that the Canadian Pacific Railway Company shall not be responsible for any loss, misdelivery, damage or detention that may happen to goods sent by them if such loss, misdelivery, damage, or detention occur after the said goods arrive at stations or places on their line, nearest to the points or places where they are consigned to, or beyond their said limits."

The proof showed that the box was delivered to the Grand Trunk Railway Company at Brockville as agreed, upon the day after it was shipped from Smith's Falls, and that the Grand Trunk Railway Company gave a receipt for the box, undertaking to deliver it at its destination.

The plaintiff sued for the recovery of \$100 damages on account of delay experienced over six months before delivery was made.

The following was the judgment of the Court:—

"Attendu que la boîte mentionnée dans la déclaration du demandeur, devait, à sa demande, être transportée par la défenderesse de Smith's Falls à Brockville et par la compagnie du chemin de fer du Grand Tronc du Canada, de Brockville à Québec, et que, quoique la dite défenderesse ait reçu le fret pour le transport de la dite boîte jusqu'à Québec, elle avait, par la lettre de voiture donnée au demandeur, stipulé expressément entre autres conditions spéciales, qu'elle l'expédiait à celle qu'elle ne répondait pas de la perte ni de la détention d'icelle, ni des dommages qu'elle pourrait subir au-delà de ses limites ;

"Attendu que la dite défenderesse a, le 29 septembre 1883, le lendemain de sa réception, remis la dite boîte à la compagnie susdite du Grand Tronc, à Brockville, et que la détention de la dite boîte dont se plaint le demandeur n'a eu lieu qu'après sa remise à cette dite dernière compagnie ; et que la condition susdite dans la dite lettre de voiture était raisonnable ; et que, étant une des conditions du contrat entre la défenderesse et le demandeur, elle liait ce dernier ; et que la défenderesse n'est pas sous ces circonstances, responsable pour les délais apportés à la livraison de la dite boîte après qu'elle l'eût remise à la dite compagnie du Grand Tronc de chemin de fer du Canada, l'action du dit demandeur est renvoyée avec dépens distraits tel que demandé."

Action dismissed.