

of opportunity to forward them; or they may, at the discretion of the Company, be suffered to remain on the Company's premises, or be placed in shed or warehouse (if there be such convenience for receiving the same) pending communication with the consignees, at the risk of the owners, as to damage thereto from any cause whatsoever. But the delivery of the goods by the Company will be considered complete, and all responsibility of the said Company shall cease, when such other carriers shall have received notice that said Company is prepared to deliver to them the said goods for further conveyance; and it is expressly declared and agreed that the said Dominion Atlantic Railway Company shall not be held responsible for any loss, damage or detention that may happen to goods so sent by them, if such loss, damage or detention occur after the said goods arrive at said stations, or places on their line nearest to the points of places which they are consigned to or beyond their said limits.

The D. A. R. carried the goods safely to St. John, N. B., and there delivered them to the C. P. R. and took the following receipt therefor:—

Received from _____ the undermentioned property in apparent good order addressed to H. G. Middleton & Co., to be forwarded by the said Company to Winnipeg, Manitoba, station, subject to the terms and conditions of the current tariff and classification, and to those stated above and to those upon the other side of this shipping bill which is delivered by the Company and accepted by the consignor or his agent as the basis upon which this receipt is given for the said property, and it is agreed to by the consignor as a special contract in respect thereof.

The 12th condition on the back of the receipt was as follows:—

12. There shall be no claim for damage for loss of, or detention of, or injury or damage to any goods for which the Company is accountable, unless and until notice in writing, and the particulars of the claim of said loss, damage or detention, are given to the station freight agent at or nearest to the place of delivery, within thirty-six hours after the goods, in respect of which said claim is made, or such portions of them as are not lost, are delivered.

Part of the shipment was lost in transit and this action was brought to recover the value of the goods so lost.