

graphs 4, 5 and 6, and alleges that (4) she did not have time to speak that the agent of the defendant who never called her attention to the pretended clauses of the contract, never asked her to put a value on the things contained in said valise, and never required her to pay any sum for the value of said effects over \$50; (5) that plaintiff never knew of the existence of such conditions limiting defendant's responsibility before defendant invoked them as a reason for not indemnifying her; (6) denies paragraph 7, except that she admits the offer of \$52 by cheque; (7) denies paragraph 8; (8) in answer to paragraph 9 plaintiff says she is not bound by the conditions set forth of which she never had any knowledge; that the day after her arrival in Montreal, she notified the defendant through its agent and communicated every day with the company by telephone or otherwise, and further furnished detailed account of her claim to defendant and its agent before the expiration of the delay of thirty days mentioned in the pretended contract; and (9) plaintiff denies paragraph 10;

Issue now joined by plaintiff's answer to said reply in which defendant alleges that plaintiff's suit-case was given all reasonable protection; that paragraphs 4 and 5 of the answer are denied; that the conditions and limitations of the contract between plaintiff and defendant were obvious, and were or ought to have been known to plaintiff, and defendant further denies paragraph 8 of the plea;

The Court maintained the action and condemned the defendant to pay \$173.50 by the following judgment:

Considering that the proof establishes that upon the arrival of plaintiff at the Place Viger Station, on the 12th of February last, she delivered the baggage check she had received from the railway company for said suit-case to an em-