

negligence of their servants caused a collision which resulted in the death of one Joseph Chalifour.

As certain of the points of law decided were of general interest to the public in Canada, their Lordships gave special leave to appeal, but only on terms as to costs.

The important facts in the case are not in dispute; the real questions are questions of law. The respondents are the widow and son of Joseph Chalifour. He was a stockman employed by the Gordon Ironside and Fares Company to bring cattle by the appellants' railway from Winnipeg, in Manitoba, to Hochelaga, a suburb of Montreal, in Quebec. The cattle were consigned to the appellants, under a special Live Stock Contract, dated the 18th September, 1911, which contained a provision exempting the appellants from all liability in respect of the death, injury, or damage of a person travelling with the cattle, in case a pass had been granted to him to travel at less than full fare for the purpose of taking care of them, whether such liability was caused by the negligence of the appellants or their servants or otherwise. Chalifour had signed a separate pass which for all material purpose repeated this exemption from liability as regarded himself individually. On the 21st September, 1911, while on the journey from Winnipeg to Hochelaga, Chalifour was killed in a collision at Chapleau, in Ontario. The collision was due to negligence on the part of the appellants' servants.

By article 1056 of the Civil Code of Quebec it is provided that "in all cases where the person injured by the commission of an offence or a quasi-offence dies in consequence, without having obtained indemnity or satisfaction, his consort and his ascendant and descendant relations have a right, but only within a year after his death, to recover from the person who committed the offence or