

contained in the contract with the shipper, to the effect that the railway company "is to be entirely free from liability in respect of his death, injury, or damage, "and whether it be caused by negligence of the Company or its servants or employees as otherwise howsoever", which condition had been approved by the Railway Board, the railway Company is relieved effectually from all liability for damages caused to him by the accident where passenger lost his life; and his widow and son are precluded from claiming under said article 1056 C. C.

2. When a contract is made in Ontario, a province of the Dominion of Canada, between a carrier and a passenger, liberating the former of all liability for damage in case of accident to the latter, the law of Ontario applies; and not the law of the Province of Quebec, where the carrier has in chiefplace of business, and the passenger his domicile.

The judgment of the Superior Court was rendered by Mr. Justice Lemieux, the Acting Chief Justice, on February 18, 1914. It maintained the action for \$5,000 divided between the widow and his children. This judgment is reported in 46 S. C. 319. The judgment of the Court of appeal, affirming, is in 24 K. B. 193. These judgments were affirmed by the Supreme Court, 151 Sup. C. Ref. 234. The Privy Council reversed all these judgments.

The facts of the case are fully exlaimed in the above reports and in the following remarks:

*Viscount Haldane.* This appeal raises questions of importance on which there has been considerable divergence of opinion among the learned judges in the Courts below. These Courts have, however, for varying reasons, agreed in holding that the Chief Justice of Quebec, who tried the case, was right in his decree that the respondents were entitled to damages from the appellants for having by the