The particular provision in the contract to be first considered is - this: "And it is also understood that the stipulation contained herein shall extend to and inure to the benefit of each and every company or person to whom, through this company, the below de-

any loss or damage, except as forwarders only, nor for any loss or damage by fire, by the dangers of navigation, by the act of God, or of the enemies of the Government, the restraints of Government, mobs, riots, insurrections pirates, or from or by reason of any of the hazards or dangers incident to a state of war. Nor shall this Company be liable for any default or negligence of any person, corporation or association, to whom the below described property shall or may be delivered by this Company, for the performance of any act or duty in respect thereto, at any place or point off the established routes or lines run by this Company, and any such person, corporation or association is not to be regarded, deemed or taken to be the agent of this Company for any such purpose, but, on the contrary, such person, corporation or association shall be deemed and taken to be the agent of the person, corporation or association from whom this Company received the property below described. It being understood that this Company relies upon the various Railroad and Steamboat lines of the country for its means of forwarding property delivered to it to be forwarded, it is agreed that it shall not be liable for any damage to said property caused by the detention of any train of cars, or of any steamboat upon which said property shall be placed for transportation; nor by the neglect or refusal of any Railroad

Company or Steamboat to receive and forward the said property.

It is further agreed that this Company is not to be held liable or responsible for any loss of or damage to said property, or any part thereof, from any cause whatever, unless in every case the said loss or damage be proved to have occurred from the fraud or gross negligence of said Company or their servants; nor in any event shall this Company be held liable or responsible, nor shall any demand be made upon them beyond the sum of Fifty Dollars, at which sum said property is hereby valued, unless the just and true value thereof is stated herein; nor upon any property or thing, unless properly packed and secured for transportation; nor upon any fragile fabrics, unless om marked upon the package containing the same; nor upon any fabrics consisting of or contained in glass. If any sum of money besides the charges for transportation is to be collected from the consignee on delivery of the below described property, and the same is not paid within thirty days from the date hereof, the shipper agrees that this Company may return said property to him at the expiration of that time, subject to the conditions of this receipt, and that he will pay the charges for transportation both ways, and that the liability of this Company for such property while in its possession for the purpose of making such collection, shall be that of warehousemen only. And if the articles herein mentioned are not removed from the office of the said Company, and charges paid thereon in one year from the date of this receipt, it is agreed that the said Company may sell the same at Public Auction for their charges, including the cost of sale thereon, but all articles in the opinion of the said Company of a perishable nature may be disposed of at their discretion if the charges are not paid at once or the consignee cannot be found. In no event shall this Company be liable for any loss or damage, unless the claim thereof shall be presented to them in writing at this office within ninety days from this date, in a statement to which this receipt shall

Date, 1907. Articles Value Consignee Destination. Feby. 28 One trunk Prepaid The Victor M. F. Co. Quebec.