

or the question of negligence, and that their finding ought not to be disturbed.

RAILWAY—MAN IN CHARGE OF HORSE—"LIVE STOCK SPECIAL CONTRACT"—CONDITION—EXEMPTION FROM LIABILITY—NEGLIGENCE—RAILWAY ACT (R.S.C. 1906, c. 37), ss. 284 (7), 340.

*Grand Trunk Ry. v. Robinson* (1915) A.C. 740. In this case the plaintiff was carried on the defendants' railway, in charge of a horse, under a "live stock special contract" made by the representative of the owner of the horse with the railway company in the presence of the plaintiff, the contract being in a form authorized by the Board of Railway Commissioners. The contract provided for the carriage of the horse, and contained upon its face a condition relieving the railway company from liability for death or injuries, even where caused by negligence, to a person permitted to travel with the horse at less than full fare. The document was handed to the plaintiff, as he knew, in order to shew that he was travelling with the horse, but neither he nor the owner's representative read the condition. Across the contract was printed in large, red type, "Read this special contract," and at the side was written, but not as part of the contract, "Pass man in charge half-fare." The plaintiff was injured, in the course of the journey, through the negligence of the defendants, and the simple question was whether, under the special contract, the defendants were exempt from liability. The Appellate Division set aside the judgment of the Judge at the trial in favour of the plaintiff, but the Supreme Court of Canada reversed the decision of the Appellate Division. The Judicial Committee (Lords Haldane, Dunedin and Parmoor, and Sir Geo. Farwell and Sir Arthur Channell) have now reversed the decision of the Supreme Court of Canada, their Lordships holding that the true inference was that the plaintiff accepted the document knowing that it contained a contract made on his behalf for his conveyance, and that he was bound by the condition on its face exempting the defendants from liability. Their Lordships also hold that, under the Railway Act (R.S.C. c. 37), s. 340, the defendants were entitled to rely on the contract as authorized by the Railway Board, though guilty of negligence, notwithstanding s. 284 (7).