

the Province of Quebec under the provisions of art. 843 C.C. certified by one of said notaries to be a true copy of the original in his possession, is admissible in evidence on the trial of an action of ejectment in Nova Scotia, as provided in s. 27.

In an action of ejectment the plaintiff cannot recover mesne profits which accrued while the title was in his predecessor; and the defendant in possession by consent of the owner is not entitled to be paid for improvements or repaid disbursements made before the plaintiff obtained title.

Appeal dismissed with costs.

O'Connor, K.C., and Gunn, for appellants. Finlay McDonald, for respondent.

Province of Ontario.

COURT OF APPEAL.

Moss, C.J., Osler, Garrow, MacLaren, J.J.A.]

[June 15.

ALLEN v. CANADIAN PACIFIC RY. CO.

Railway—Carriage of goods—Destruction—Liability—Tort—Special contract between express company and shipper—Exemption—Application for benefit of railway company—Contract between express company and railway company.

Appeal by the defendants from the judgment of RIDDELL, J., 19 O.L.R. 510, in favour of the plaintiff, in an action to recover the value of goods, destroyed in the course of carriage.

The plaintiff, desiring to send a trunk of valuable samples from Toronto to Quebec, sent it in the usual way to the Dominion Express Co. by one of their carters. The plaintiff failed to place a value upon the articles contained in the trunk, with the result that such value, under the terms of the receipt, was fixed as between him and the express company at \$50. The express company are an independent company operating upon the lines of railway of the defendants in Canada, under a general agreement with the defendants containing a provision by which the express company assume all responsibility for and agree to satisfy all valid claims for the loss of or damage to express matter in their charge, and to hold the defendants harmless and indemnified against the claims. The goods were placed by the express com-