

injury. After a loss, therefore, it is too late for the shipper to object that he omitted to read the receipt and was ignorant that it contained such conditions."

*Parker vs South Eastern Railway*, 37 L. T., 540; 46 L. J. C. P., 768. See remarks of Bramwell, J.

*K. B., Dominion Express Company vs Rutenberg, R. J.*, 18 K. B., p. 50.

"A clause in a bill of lading for goods forwarded by express that the Company will not be bound in case of loss beyond a stated amount unless their value be declared in it, is valid and binding."

*Hutchinson, on "Carriers," 3rd Edition (1906), vol. 1, p. 403:*

"It has become the universal practise for carriers, both by land and water, to include in their bills of lading the terms as to liability upon which they accept the goods, which, when accepted by the shipper, are the conditions upon which the carrying is to be done, and are binding upon both parties, provided they are such as can be legally agreed upon."

P. 410.—"In numerous cases it has been decided that he (the carrier) may protect himself by such notices against loss caused by the negligence of his servants, though not against such as are occasioned by their felonious acts."

P. 415.—"That a common carrier might, at least by special contract, restrict his liability."

P. 421.—"That the universal custom of land carriers since that Act has been to deliver to the employer a ticket or printed notice in which are stated the conditions upon which the carrying is to be done, and which when received by him constitutes the special contract."

*Harris vs Great Western Railway*, 1 Q. B. D., 515; *McNamara, "Law of Carriers by Land"*, 2nd Edition, p. 512.

*Watkins vs Rimill, L. R.*, 10 Q. B. D., 178, *the law of England on the subject is thus summed up at page 188:—*