

submitted "until the Board shall hereafter otherwise order and determine."

The form signed by Dr. Parker is identical with that then temporarily authorized by the Railway Commissioners; and, though nearly eight years have elapsed, no further or other order has been made in a matter so seriously affecting the relations between the principal railways of the country and the shippers of live stock. The important provision is as follows:

"In case of the company granting to the shipper or any nominee or nominees of the shipper a pass or a privilege at less than full fare to ride on the train in which the property is being carried, for the purpose of taking care of the same while in transit and at the owner's risk as aforesaid, then, as to every person so travelling on such a pass or reduced fare, the company is to be entirely free from liability in respect of his death, injury or damage, and whether it be caused by the negligence of the company, or its servants or employees or otherwise howsoever."

In view of the decisions of *Bicknell v. Grand Trunk Rv. Co.* (1899), 26 A. R. 431, and *Sutherland v. Grand Trunk Rv. Co.* (1909), 18 O. L. R. 139, it cannot be doubted that the contract was binding upon Dr. Parker. That point, however, is not involved in the present case. Here the question is this: Is the plaintiff bound by a contract made between the shipper and the carrier to which the plaintiff was not a party and of the terms of which he had no knowledge? I have been referred to no case which decides this affirmatively.

In *Goldstein v. Canadian Pacific Rv. Co.*, and in *Robinson v. Canadian Pacific Rv. Co.* (1911), 23 O. L. R. 536, the carriers appear to have recognized their liability for negligence causing damage to persons accompanying live stock under a contract identical with that made between Dr. Parker and the defendants. The contract bore the same "Note" as here; and in both cases, as here, the men accompanying the stock were not required to sign or endorse the contract. Unlike the present case, the relation of master and servant—if that is at all material—existed between the shippers and the men accompanying the stock. The question before the Court for decision was the right of the carrier to recover from the shippers the amounts paid by the railway company to Robinson, who was injured, and to the