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HIGH COURT OF JUSTICE.

TEETZEL, J.

JANUARY 6TH, 1910.

NEWMAN v. GRAND TRUNK R. W. CO.

Railway—Carriage of Goods—Negligence — Delay in Delivery — Shipping Bill—Condition—Notice to Agent—Failure to Give—Misprint in Condition—“ Or Delivered ” Read as “ Are Delivered.”

On the 4th November, 1907, the plaintiff shipped a car-load of beans from Ridgetown to Montreal in one of the defendants' cars, which was in the possession of the Pere Marquette Railway Company at Ridgetown. The shipping bill was issued by the Pere Marquette Railway Company, and the car was sent over their lines to London, and on the 7th November it was handed over to the defendants for transmission to Montreal, but was not delivered at its proper place for unloading in Montreal until the 3rd December.

The plaintiff charged the defendants with negligence and breach of contract in failing to deliver the beans at Montreal with reasonable speed and within a reasonable time after receipt thereof, and claimed damages therefor.

O. L. Lewis, K.C., and H. D. Smith, for the plaintiff.

W. E. Foster, for the defendants.

TEETZEL, J.:—I find, upon the evidence, that, through their yardmaster at Montreal, the defendants were guilty of negligence in unreasonably detaining, and failing within a reasonable time to deliver, the car containing the plaintiff's beans at its proper destination, by reason of which the plaintiff suffered damage to the extent of \$313.

Upon the back of the shipping bill upon which the beans were intrusted to the defendants . . . issued by the Pere Marquette