

case, of which the contents were and are unknown to defendant; that the suit case did not, in fact, contain the effects, nor were the said effects of the value mentioned in paragraph 2; (3) during the process of delivery, plaintiff's suit case was stolen from the delivery sleigh of defendant by some person or persons unknown, but without fault or negligence on the part of the company defendant or its employees; (4) at the time plaintiff contracted with the company defendant for the transporting of her suit case, as aforesaid, a special contract was entered into between them, copy of which is filed as defendant's exhibit D—1; (5) one of the special conditions in the said contract legibly embodied is as follows: "It is further agreed that this company is not to be held liable or responsible for any loss of, damage to, or detention of said property or any part thereof from any cause whatever, unless in every case the said loss, damage or detention be proved to have occurred from the fraud or gross negligence of said company or its servants, nor in any event shall this company be held liable or responsible, or shall any demand be made upon it beyond the sum of \$50, unless the value thereof is stated herein, and an extra charge is paid or agreed to be paid thereof, based upon such higher value; nor upon money, jewelery, or documents unless described herein and receipt thereof acknowledged; nor upon any property or thing unless property packed, locked and secured for transportation; nor upon any fragile fabrics, or any fabrics, consisting of, or contained in glass." (6) said contract further has stamped in red ink in a conspicuous place on the face thereof the following words: "Liability Limited to \$50 unless otherwise stated." (7) Without admitting that the loss of plaintiff's suit-case was attributable to the fault and negligence of its employee, defendant, before suit