was caused by the negligence of the defendants. Therefore, Mrs. Redgrave having signed the shipping note, is bound by the conditions endorsed thereon.

The next question is whether the defendants, upon the facts in evidence and the proper construction of the said conditions, are relieved from responsibility for the loss of the plaintiff's goods. Some of the reasons applicable to the solution of this question have been already anticipated in the summary of decided cases above referred to, and need not be repeated here.

The facts in the present case—so far as regards the making of the contract is concerned—are in some respects similar to those in *Bate* v. *C.P.R.Co., ante.* The plaintiffs in both cases signed a contract with the defendants. In neither case did the passenger read the contract or know what was in it; and in each of the cases it has been contended on behalf of the plaintiff that the statement made by the officer of the defendants misled the plaintiff as to the nature and effect of what the passenger was asked to sign. In each of the cases the contract limited the liability of the Company; and in each case "the contract,"—to borrow the language of Cameron, J., in the *Bate* case, "conferred a benefit or advantage upon the passenger in abatement of fare" in the case of Miss Bate, "in abatement of freight" in the case of Mrs. Redgrave. The evidence in the case before me on this last point is this: Mrs. Redgrave wished to take the case in question with her on the express train; but she was told by Mr. Barlowe, the defendants' officer, that she would have to pay a much higher rate for freight on the case if she took it along with her on the express, than if it went by a freight train. She at once assented to its being sent by a freight train, and signed the shipping note. By the terms of the contract the defendants are protected from liability. In all the cases decided in our own Courts, it has been held that Railway Companies can by contract relieve themselves from responsibility for loss, damage or detention of goods, unless caused by negligence on their own part or that of their servants. Here no negligence is alleged. It does not seem to me that there is anything unreasonable or unjust in the defendants stipulating with the plaintiff, as in condition 12 indorsed on the shipping and receipt notes, "We will not be responsible to you for "the loss, damage or detention of your case "or its contents, unless within thirty-six "hours after it has been delivered to you, "you give us notice in writing, with par- "ticulars of your claim." The case was delivered to the plaintiff on 12th July. The first intimation given to the defendants of the loss or damages is on 25th August, and the notice then given contains no particulars of the loss as required by condition 12. That condition relieves the defendants from liability for the loss of plaintiff's goods.

Entertaining that view of the case it is not necessary for me to go into the consideration of the other questions raised by counsel during the argument of this case.

I am of opinion that the verdict should be entered for the defendants.

McVeity & Co for plaintiff; *Scott, McTavish & McCracken* for defendants.

---

*COURT OF QUEEN'S BENCH—MONTREAL.**

Lessor and Lessee—C.C. 1629—*Responsibility of Tenant—Accidents by Fire—Burden of Proof—Police Regulations.*

Held, That the presumption of fault established by C.C. 1629, against the lessee, cannot be invoked by the lessor, who by the terms of the lease stipulated for the delivery of the premises in as good order, etc., at the expiration of the lease, "accidents by fire excepted,"—and more particularly where the lessees undertook to pay all extra premiums of insurance, which might be charged to the lessor consequent on the nature of the business carried on in the premises by the lessees. In such case, the burden of proof is on the lessor to establish fault on the part of the lessees.

2. Where in such circumstances the cause of the fire is not established, it will be considered an accidental fire for which the lessees cannot be held responsible. And the fact that the lessees did not conform strictly

---

* To appear in the Montreal Law Reports, 3 Q. B.