

been brought to the notice of plaintiff, she was not bound by them and could recover her loss from the company."

*The following authorities were cited by the defendants:*

*Dunlop, J., 1905, Canada Sugar Refinery Company vs Furness Withey Co., R. J., 27 S. C., 502.*—"Under the law of England, a stipulation in a charter-party that the owner or charterer of the vessel shall not be liable for damages to the goods carried caused by improper and even negligent stowage, is valid and binding."

*Carroll, J., 1904, Lafontaine vs Grand Trunk Railway, R. J., 26 S. C., 455:*

"Lorsqu'un expéditeur souscrit des conditions insérées à une lettre de voiture (bill of lading), il est lié par ces conditions. Dans l'espèce, les demandeurs ayant souscrit la condition que la compagnie défenderesse ne serait pas responsable du délai des trains, et le train devant transporter les animaux étant en retard de deux heures, causant ainsi des dommages à l'expéditeur, ce dernier ne peut recouvrer.

"Si ces animaux sont abandonnés à la compagnie pour qu'elle en fasse la vente, cette dernière a droit d'exiger, avant de remettre le produit de la vente, que l'expéditeur lui remette la lettre de voiture (bill of lading)."

*Supr. C., 1898, Glencoil vs Pilkington, 28 Canada S. C. R., p. 156 et seq.:*

*Held.*—"A condition in a bill of lading, providing that the ship owners shall not be liable for negligence on the part of the master or mariners or their other servants or agents, is not contrary to public policy nor prohibited by law in the Province of Quebec."

*Kirkland vs Dinsmore, 72 New York Reports, p. 171.*

*Held.*—"Where a shipper, upon delivery of property to an Express Company for transportation, receives, *without dissent*, a receipt with the understanding that it contains a contract on the part of the Company as to carriage, in the absence of fraud or imposition, the Company has a right to infer an assent on his part to the conditions in the receipt, not unusual or unreasonable, limiting its common law liability as carrier, and he is precluded from denying it thereafter, to the Company's