

The main contention of the defendants was that, as the plaintiffs had sold the copper and been paid for it, the copper was no longer theirs.

The Court of Appeal held that the plaintiffs were entitled to succeed because the defendants were not setting up the title of any third party, but relying on their own title, and they had none. They merely held the copper for the right owner. The defendants had not found out who were in possession of the delivery orders with the right to use them. If they had done so, and had the authority of such third parties as owners to refuse delivery to the plaintiffs, then that might have been a good defence. Even if the plaintiffs had given a delivery order to a third person, still, as between plaintiffs and defendants, the plaintiff could withdraw that order at any moment, and they did so here, by demanding the goods. Hence the defendants, upon the contract of bailment, were without any defence as for a breach of contract. Lindley, L.J., observed that the defendants had only themselves to thank for the trouble they had got into. As soon as there were several rival claimants to the copper, the defendants should have resorted to an interpleader issue, in which case the true owner of the copper could have been ascertained, and the copper or its money value would have been adjudicated to him. The mistake of the defendants was that they were not defending at the instance of any real owner, but on their own title, which was only a title of bailee, and nothing more. Hence, they had no defence whatever, and judgment must be given against them.

The above cases show a variety of circumstances under which bailees are put upon their defence; and though they are entitled in some circumstances to set up the title of a third party as their defence, yet the very least they must do is to prove that there is a third party who is the real owner, and that it is at his instance that the defence is made. If this is not done, the bailee incurs serious responsibility.—*Justice of the Peace.*

Proceedings of Law Societies.

COUNTY OF CARLETON LAW ASSOCIATION.

ANNUAL REPORT OF THE BOARD OF TRUSTEES FOR 1891.

To the Members of the County of Carleton Law Association :

GENTLEMEN: The Trustees in presenting this their Fourth Annual Report to the Association, take great pleasure in again reporting that the affairs of the Association are in a prosperous condition, and that the objects for which the Association was formed are being attained.

Annual fees to the amount of \$232.50 have been paid, and, in addition to the grant of \$256.50 from the Law Society, the Association has received a Provincial grant of \$62.50.

After expending \$567.95 in the purchase of books for the library, and after paying the other necessary expenses of the Association, there remains a balance on hand of \$178. In view of the amount of this balance, and considering the