

& Co., the vendees. The consignment note stated that the goods were received subject to the condition that they should be subject to a lien in favour of the railway company for the freight and charges upon such goods, and also to a general lien for any moneys owing to them by the owners of the goods for carriage. The property in the goods had passed to the buyers, but before delivery, the purchasers having become insolvent, the vendors stopped the goods in transitu. The freight charges in respect of the goods in question were paid to the railway company, but there was also a debt for freight due by the purchasers in respect of other goods, and the railway company claimed a lien under the consignment note in respect of such debt. Pickford, J., disallowed the claim as against the vendors, but the Court of Appeal allowed it. The House of Lords (Lord Buckmaster, L.C., and Lords Atkinson, Parker, Waddington, Parmoor, and Wrenbury) have now reversed the decision of the Court of Appeal and affirmed the judgment of Pickford, J., their Lordships holding that the condition in question did not expressly cut out the vendor's right to stop in transitu nor did it impliedly do so. Lord Parker seems to us to put the case in its true light when he says that, by the stoppage in transitu, the vendors again became the owners of the goods within the meaning of the condition, and that, as against them, the railway company could not claim a general lien except for debts due by themselves, their Lordships being agreed that the word "owners" in the condition must be taken to mean the persons for the time being entitled to demand and demanding possession of the goods.

PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56-57 VICT. c. 61, s. 1)—LIMITATION OF TIME FOR BRINGING ACTION—CORPORATION CARRYING ON TRADE UNDER STATUTORY POWERS—NEGLIGENCE — STATUTORY DUTY — PRIVATE OBLIGATION — (R.S.O. c. 89, s. 13).

*Bradford v. Myers* (1916) A.C. 242. This was an appeal from the decision of the Court of Appeal (1915) 1 K.B. 417 (noted ante vol. 51, p. 245). The action was brought against the defendant, a municipal corporation, which under its statutory authority manufactured and sold coke. The defendant contracted to sell and deliver to the plaintiff a ton of coke, which, owing to the negligence of the defendant's servant, instead of being deposited in the plaintiff's cellar, was shot through the plate glass window of his shop. The action was not brought