

be exchanged for a cheque. A takes the transfer order and refuses to give a cheque. B's clerk then goes to the wharfinger and withdraws B's authority, but the wharfinger delivers to A. Here there is no actual receipt by A, because the wharfinger delivered against B's will, and never held for A with the consent of both A and B<sup>1</sup>.

6. B verbally sells to A goods lying at a wharf, and endorses and delivers to A a delivery account for them. A keeps the warrant, but refuses to pay for the goods, and denies that he ordered them. These facts do not amount to a receipt of the goods by A, though they are relevant to show an acceptance under the next following article<sup>2</sup>.

7. A has goods of B's in his custody. It is agreed that A shall sell part of the goods, to satisfy a debt exceeding 10*l.* which B owes A; but before any sale has been made A verbally proposes to keep the goods at a price mentioned, and B assents. This is relevant to show a change in the character of A's custody of the goods amounting to a receipt and acceptance by him as buyer<sup>3</sup>.

(*To be continued.*)

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<sup>1</sup> *Godts v. Rose*, 17 C. B. 229; 25 L. J., C. P. 61.

<sup>2</sup> *Farina v. Home*, 16 M. & W. 119; 16 L. J., Exch. 73.

<sup>3</sup> *Edan v. Dudfield*, 1 Q. B. 302.