

The measure for the re-organization of the Courts in Quebec has been deferred till next year. The Attorney-General, in announcing the postponement, delivered a speech in which the subject is discussed in a very fair spirit. A portion of these observations will be found in the present issue.

*FRASER v. MAGOR—SALE—APPARENT DEFECT—
DELAY FOR INSPECTION OF GOODS—REASON-
ABLE DILIGENCE.*

The following notes and authorities of Mr. Justice Pagnuelo in the case of *Fraser v. Magor*, R.J.Q., 1 C.S. 543, were not received until after the report had gone to press. As the case involves an interesting question of mercantile law, the text of the learned judge's opinion is inserted here. The Court held that the defect complained of (rust on herring) was an apparent defect, and that the buyer had not made an examination of the goods within a reasonable time.

PAGNUELO, J.:—The plaintiff claims from the defendant the value of 49 barrels of No. 1 Labrador herring which he found, after inspection, rusty and unmerchantable, out of a lot of 187 barrels delivered to him, and which formed part of 321 barrels, bought by plaintiff from defendant on the 18th November, 1891, through a broker; while defendant denies all responsibility for the quality of the fish, were it unmerchantable at the time of the sale, which he denies; alleging in effect that the fish was sold without guarantee as to quality or condition and subject to inspection; that the plaintiff was negligent and late in his inspection of it, thereby assuming all the risk as to quality or soundness; that the terms were spot cash, meaning immediate payment, and that all claims for shortage or unsoundness should have been made, according to the custom of the produce trade, within two days from the date of delivery, while plaintiff remained for twelve days, from the 18th to the 30th November, without inspecting, and until the following day without complaining.

From the evidence and correspondence adduced, the following facts have been proven, namely: By the bought and sold note, the defendant sold to plaintiff, on the 18th November, 1891,