

Sup. Ct.]

NOTES OF CANADIAN CASES.

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"Are provisions for legal education already ample?" This question is local, and there would be little use in quoting the views of this committee on that part of the subject. We need, however, scarcely go into this matter at much length, for it must be admitted that we have made but little progress in Canada in this respect. It is, we think, to the University of Toronto, and not to the Law Society, that we must look for aid in this matter. An effort in the direction of a Law School was once made by our Society, but the result, so far as it went, was not a success. Some thought the undertaking too large; others complained that it was not used or appreciated; whilst others thought that success would probably have been obtained by perseverance. The fact is the student requires the quiet training of the school as well as the busy practice of an office, and these two things cannot be had at the same time. The subject is an important one and well worthy of attention, and we shall gladly find space for the views of those who may feel disposed to enlarge upon it.

NOTES OF CANADIAN CASES.

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LAW SOCIETY.

SUPREME COURT OF CANADA.

McDONALD (Defendant) Appellant, and
McPHERSON (Plaintiff), Respondent.

*Bill of lading—Assignment of—Property in goods
under—Stoppage in transitu—Replevin.*

Appeal from the Supreme Court of Nova
Scotia.

H. of Souris, P.E.I., carried on the business of lobster packing, sending his goods to M., of Halifax, N.S., who supplied him with tin plates, etc. They had dealt in this way for several years when, in 1882, H. shipped 180 cases of beef via Pictou and I. C. R., addressed to M. The bill of lading for this shipment was sent to M., and provided that the goods were to be delivered at Pictou to the freight agent of the I. C. R. or his assigns, the freight to be payable at Halifax; M., the consignee, being on the verge of insolvency, indorsed the bill of lading to McM. to secure accommodation acceptance. H. drew on M. for the value of the consignment, but the draft was not accepted, and H. then directed the agent of the I. C. R. not to deliver the goods. The goods had been forwarded to Pictou, and the agent there telegraphed to the agent at Halifax to hold them. McM. applied to the agent at Halifax for the goods and tendered the freight, but delivery was refused. In a replevin suit against the Halifax agent,

Held (affirming the judgment of the court below, HENRY, J., dissenting), that the goods were sent to the agent at Pictou to be forwarded, and that he had no other interest in them, or right or duty connected with them than to forward them to their destination, and could not authorize the agent at Halifax to retain them.

Held, also, that whether or not a legal title to the goods passed to McM., the position of the agent in retaining the goods was simply