

Defendant then took some of the wood from the two piles when the plaintiff replevied it.

*Held*, that there was no change of title to the wood because nothing had been done to identify the particular 195 cords that defendant was to get out of the piles. All that defendant got by the agreement was a right to have delivered to him 195 cords out of a larger quantity of wood. He could not have replevied it or brought trover for it, if Burnett had taken it away. His only remedy for non-delivery would have been an action for damages. As the undisputed evidence shewed affirmatively that there was no change of title or possession of the 195 cords, the agreement of defendant to bear any loss by fire was, for the purposes of such an action as this, an unimportant term of the bargain, and merely meant that, in case the wood should be destroyed by fire, Burnett was to be relieved from his liability to deliver it.

Appeal from verdict in favour of plaintiff dismissed with costs.

*Hudson*, for plaintiff. *Hoskin*, for defendant.

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### Law Associations.

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In July last at the Conference of the American Library Association, there was formed the "American Association of Law Libraries."

The purpose of this new organization is to develop and increase the usefulness and efficiency of the law libraries of the United States and Canada. Those interested are invited to send their names and addresses to the Secretary-Treasurer.

The officers are: President, A. J. Small, Iowa State Law Library, Des Moines, Ia.; Vice-President, Andrew H. Mettee, Library Company of the Baltimore Bar; Secretary-Treasurer, Franklin O. Poole, Association of the Bar, 42 West 44th St., N.Y. City; Executive Committee: President, Vice-President, Secretary-Treasurer, Frank B. Gilbert, G. E. Wire, Frederick W. Schenk.