the court room. We suppose that the same may be said of the decorum of the lecture room. Robed students will more easily remember that they are preparing for the serious battle of life. But whether gowns are suitable or unsuitable, convenient or inconvenient, the only consideration for the students was that the rule of the University made the costume imperative, and that it was their duty to submit until the rule was repealed. Resistance was puerile, and tends to excite suspicion that the gown question was a mere pretence, and that they had other grounds for severing their connection with the University. If so, it would be more manly to state their real grievance. Perhaps before this paragraph appears the students may have reconsidered their hasty determination. Let us hope so, for other universities can hardly afford, by favoring the secessionists, to encourage rebellion against lawful authority.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

MONTREAL, May 21, 1884.

Coram DORION, C.J., MONK, RAMSAY, CROSS & BABY, JJ.

THE ST. LAWRENCE & CHICAGO FORWARDING COMPANY (deft. below), Appellant, and THE MOLSONS BANK (plff. below), Respondent.*

Bill of Lading—Assignment.

Reynolds Bros. shipped from Toledo, a port in the United States, 16,500 bushels of wheat by schooner to Kingston, Ont., the cargo to be delivered as per address in the margin of the bill of lading as follows:—"Order Reynolds Bros.; notify Crane & Baird, Montreal, P.Q. Care of St. Lawrence & Chicago Forwarding Co.," implying that, although the voyage of the schooner ended at Kingston, the cargo was to be put in charge of the Forwarding Company, destined for Montreal, Crane & Baird to be put upon their diligence by notice for any interest they might have in the cargo. The schooner having arrived at Kingston, the Forwarding Company, the ordinary carriers for Crane & Baird, received the cargo and paid the lake freight to the master of the schooner. No new bill of lading was issued, but the agent of the Forwarding Company signed a receipt for the cargo across the face of the duplicate of the bill of lading. The respondents made advances on the original bill of lading, endorsed by the shippers, but the wheat had been previously delivered by the Forwarding Company at Montreal to the order of Crane & Baird, without the order of the shippers and without the surrender or presentation of the original bill of lading.

The question was whether the appellants, the Forwarding Company, were held to the same obligations as if they had been signers of the original bill of lading, which the respondents contended had force and effect until the cargo reached its destination in Montreal.

Held, reversing the decision of the Superior Court (5 L. N. 6; 25 L. C. J. 324), that the bill of lading was fulfilled and became effete by the delivery of the wheat at Kingston, prior to the assignment of the bill of lading to the respondents.

Girouard & McGibbon for appellants.
N. W. Trenholme, counsel.
Abbott, Tait & Abbotts for respondent.
Strachan Bethune, Q.C., counsel.

* To appear in the Montreal Law Reports, 1 Q. B.

SUPERIOR COURT.

MONTREAL, Oct. 31, 1884.

Before TORRANCE, J.

HUGHES et al. v. CASSILS et al.*

Sale—Unpaid Vendor—Rescission.

The action was to annul a sale of six bales of carpets in default of payment by the vendees. The action was accompanied by a conservatory seizure. The Molsons Bank intervened and claimed that the demand should be dismissed as coming long after the sale and delivery.

The COURT, following *Greenshields* v. *Dubeau*, 9 Q.L.R. 353, gave judgment for the plaintiffs.

Girouard & McGibbon for the plaintiffs.
Abbott, Tait & Abbotts for the intervener.

* To appear in the Montreal Law Reports, 1 S. C.