

them. Had he the right to do so? We think he had. The respondent must keep the goods. This was a case of gross negligence on the respondent's part. The French and English authorities are agreed that the goods can be abandoned to the respondent in cases of this nature. There is sufficient reason in this case to order that the goods shall remain the respondent's property. The appellant's refusal to accept the goods was valid and good."

The formal judgment of the Court is as follows:—

"Considering that appellant had a right to refuse to take delivery from respondent of the goods in question in this cause, and that respondent was chargeable of gross negligence in only offering to deliver said goods on the 8th of April, 1908, nearly one month after the same had arrived in Montreal, and after the said appellant had demanded said goods; doth reverse the judgment and proceeding to render the judgment which the Superior Court should have rendered, doth declare the refusal of appellant to take the said goods and the abandonment thereof of the same by appellant to respondent to be justified under the circumstances of the case and to be good and valid, and doth condemn the respondent to pay and satisfy to appellant the sum of \$574.23, being the value of said goods, and the express freight thereon paid to respondent, to wit, \$28, in addition to the condemnation already pronounced by the Superior Court, to wit, \$59.45, against the respondent; with interest on said sums of the institution of the action; with costs in both Courts against respondent."

Margolese & Tritt, attorneys for appellant.

E. Pélissier, K. C., counsel.

A. E. Beckett, attorney for respondent.

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NOTES.—"Le consignataire d'effets, transportés par un voiturier, ne peut refuser de les accepter, parce qu'une partie de