

afterwards ascertained that one Huxham had been duly appointed the administrator of the deceased owner, and as such administrator claimed the goods. The defendant, having accordingly refused to deliver up the goods to the person depositing them, was sued for the goods or their value; and the question was whether this was a good defence. The court held that it was, and the reason stated was this: At the time of depositing the goods, the plaintiff had a good enough title as against the rest of the world. But he had not completed his title by taking out letters of administration; consequently, when Huxham, another person, made out his title, and obtained administration, the ownership of the goods vested in Huxham, and the defendant was entitled to refuse delivery to the first depositor.

Another case relating to the business of an auctioneer was of some interest and novelty. In *Biddle v. Bond*, 6 B. & S. 225, the plaintiff had seized the goods of one Robbins under a distress for rent of a house demised by the plaintiff to Robbins, and had delivered the goods to the defendant, an auctioneer, to sell by auction. When the sale was about to begin, Robbins served a notice on the defendant that the distress was void, as the relation of landlord and tenant did not exist between the plaintiff and himself, and there was no rent in arrear. By this notice, Robbins requested the defendant not to sell the goods, or, if he had sold them, then to retain the proceeds for Robbins. The defendant sold the goods, not having time to inquire into the title, but refused to pay the proceeds over to the plaintiff, and relied on the right of Robbins. The relation of the plaintiff and Robbins was that of vendor and vendee; and, consequently, the distress was altogether void and tortious. The question afterwards raised was whether, under such circumstances, the defendant could set up the title of Robbins. The court took time to consider the judgment and Blackburn, J., in delivering the judgment, said that the position of an ordinary bailee, where there had been no special contract or misrepresentation on his part, was very analogous to that of a tenant who, having accepted the possession of land from another, is estopped from denying his landlord's title; but this estoppel ceases when he is evicted by a title paramount. It is not enough that the bailee has become aware of the title of a third person; nor is it enough that an adverse claim is made upon him so that he may be entitled to relief under an interpleader. The bailee can only set up the title of another if he depends upon the right and title, and by the authority of the third person.

Another difficulty is often created when the goods had been obtained by the bailor by fraud. Thus in the case of *Attenborough v. London Dock Company*, 3 C.P.D. 450, certain dock warrants for wine had been pledged with the plaintiffs to secure advances, and the dock company afterwards refused to give up the wine when the plaintiff demanded it. In that case the effect of the Interpleader Acts on the remedy required to be considered, and the Court of Appeal then explained the mode in which the parties stood since the Interpleader Act of 1830, as modified by the Common Law Procedure Act of 1860, had passed. The mischief intended to be remedied by these acts was this: A person in possession of goods might be sued by some one setting up title to them. If the claim was contested, he might