

be held void by reason of any defect therein, if it be therein alleged that the offender has been convicted, and there be a good and valid conviction to sustain the same." The warrant of commitment sets up the conviction, and behind it there is a conviction which is not affected by this error, and therefore, in so far as regards this objection, it is good. With regard to the third objection, the strict rule of interpretation is to understand "the said date," among several dates, as being the last-mentioned date, and in this case the last-mentioned date is that where there is an erasure of the word "one." If we were to read "the said date" as meaning the last, neither the 30th January, 1880, nor the 30th January, 1881, would suit; the 30th January, 1880, was prior to his arrest, and the 30th January, 1881, prior to his sentence. But the conviction shows that the day and year above mentioned means first above mentioned, that is the 10th September, 1881, and the record of conviction supports this. But it is said that this lack of an uncertain date is of material importance, because it is from that date the punishment runs. It seems to me that sec. 91 of the Procedure in Criminal Cases Act meets this difficulty. It directs that the punishment runs from the sentence, and not from the day the magistrate signs the record of conviction; and it is perfectly clear, both from the commitment and the record, that the sentence was rendered on the 10th September, 1881. The other portion of the objection is more delicate. In the warrant of commitment it is declared that the prisoner was convicted on the oath of Isabella McIntosh and others, and the conviction itself simply says that he was convicted. This is the form A. of the Statute used for convictions upon oath of witnesses, and it therefore corresponds, in the legal sense, with the commitment. But both are untrue. The prisoner was convicted on his own plea of guilty, and no witnesses were examined. The complaint under oath is not evidence on the trial, and it could not justify a conviction. Now, if he was convicted on his own plea of guilty, form C. of the Act requires it should be so stated. Nevertheless, the record is before me, and I see that the fact is established that the prisoner pleaded guilty. The omission, then, is simply matter of form. I think, therefore, this is the proper occasion to apply the former portion of the sec. 30 already cited: "No conviction, sentence or proceeding

under this act shall be quashed for want of form."

The order will therefore go, that the prisoner be remanded. At the same time, I may say that the proceedings are very irregular, and that it is not impossible that another view may be adopted than that I have taken. The prisoner will, however, have the advantage of testing this at an early date, if he be so advised.

D. E. Bowie, for Petitioner.

A. Ouimet, Q.C., for the Crown.

SUPERIOR COURT.

MONTREAL, Nov. 19, 1881.

Before PAPINEAU, J.

THE MOLSONS BANK v. THE ST. LAWRENCE & CHICAGO FORWARDING CO.

Bill of lading—Continued Contract.

Wheat was carried by schooner from a port in the United States to Kingston, Ont., under a bill of lading requiring its delivery there to the defendants, subject to the order of the shippers; and was accepted from the schooner, and a receipt therefor given on the duplicate of the bill of lading, and forwarded by the defendants to Montreal, and there delivered, without the order of the shippers, and without the surrender or presentation of the bill of lading.

Held, 1. The defendants were liable to the plaintiff, the holder of the bill of lading bearing the endorsement of the shippers, for the value of the portion of the wheat mentioned in the bill of lading which was assigned to the plaintiff.

2. The assignment of a portion of the goods mentioned in a bill of lading is valid, more particularly when the assignee holds the bill of lading endorsed by the shippers, and offers to surrender it on delivery of the portion assigned.

The plaintiffs alleged that on the 8th August, 1880, Reynolds Bros. shipped by Schooner "Falmouth," bound for Kingston, a cargo of 16,500 bushels of wheat to be carried to Portsmouth near Kingston, to be there delivered into the charge of the Company defendants, and thence carried by them to Montreal and delivered to the order of Reynolds Bros., with instructions to notify Crane & Baird, of Montreal, of the consignment, and of its arrival at the last mentioned place. That for the freight, L. D. Becker, master of the schooner, undertook to carry the wheat to Portsmouth and deliver it