Witnesses, may be called to show that a particular expression in a commercial contract is understood in the mercantile world in a sense which differs from its ordinary import. Schollfield vs. Leblond, 1821, no. 1185.

The law of the Country in which a contract is made and its usages in trade, must govern in mercantile cases. Allen vs. Scaife and al, 1816, no. 558.

All dealings which were cognizable in the *consular jurisdiction* of France, are facts concerning commercial matters within the meaning of the ordinance, 25th Geo. III, c. 2, s. 10. Pozer vs. Meiklejohn, 1809, no. 84.

West India rum necessarily transhipsed in New Brunswick on its arrival there from Jamaica, and from thence brought without being landed, is liable under the statute 14 Geo. III, c. 88, to the duty of six pence only. Scott vs. Blackwood, 1809, no. 175.

A consignee who has received goods shipped to be delivered on payment of freight, may be sued for the amount of such freight, and can support an incidental cross demand for damages occasioned to such goods by the Master's negligence. Oldfield vs. Hutton, 1812, no. 5.

Goods on freight, when landed on a wharf, are delivered, but they cannot be removed from thence without the master's consent until the freight be paid, for he has a lien for his freight upon the whole of his cargo. Patterson vs. Davidson, 1810, no. 30.

An auctioneer who sells a ship without naming his principal, cannot maintain an action for the sum offered by the last bidder, without a tender of a valid bill of sale. Burns vs. Hart, 1810, no. 260.

If on a charter-party, in which a gross sum is stipulated for the freight, part of the cargo is delivered and accepted, an action will lie, *pro tanto*, for the freight; and damages for the non-delivery of the residue of the cargo cannot be set off. They must be claimed by an incidental cross-demand or by a new and distinct action. Guay vs. Hunter 1810, no. 261.