2. 8 Vict. c. 20, enacts that "if any person travel . . . in any carriage" . . . of a railway company, without paying his fare, "and with intent to avoid payment," . . . such person shall forfeit 40s.; that the company may make regulations "for regulating the travelling upon . . . the railway," subject to the provisions of the Act; that it may make by-laws for the better enforcing of such regulations, provided, "such by-laws be not repugnant to the laws of that part of the United Kingdom where the same are to have effect, or to the provision of this or the special Act; . . . and any person offending against any such by-law shall forfeit . . . any sum not exceeding £5 . . . as a penalty." The respondent company, accordingly, made a by-law as follows: "Any person travelling . . . in a carriage . . . of a superior class to that for which his ticket was issued, is hereby subject to a penalty not exceeding 40s., and shall, in addition, be liable to pay his fare according to the class of carriage in which he is travelling, . . . unless he shows that he had no intention to defraud." Defendant was convicted in a penalty of 10s. under this by-law of riding in a first-class carriage with a second-class ticket, but without intending to defraud the company. *Held*, that the conviction could not stand; for, without deciding whether the by-law was to be construed as exempting from the penalty as well as from the double fare, in the absence of intent to defraud, if the by-law undertook to dispense with proof of intent to defraud, it was *ultra vires*, and void by said 8 Vict. c. 20.—*Bentham* v. *Hoyle*, 3 Q. B. D. 289.

3. A railway company, in undertaking to convey luggage to a station, thereby contracts to keep it safely for such a time after its arrival reasonably necessary to enable the passenger to get it and take it away.—*Patscheider* v. *The Great Western Railway Co.*, 3 Ex. D. 153.

Ratification.—See Settlement, 1.

Receiver.—See Arbitration.

Receipt.—See Waiver.

Relation.—See Insurance.

Remote Damages.—See Negligence, 1.

Residuary Legatee.—See Will, 1.

Resulting Trust.—See Settlement, 2.

Right of Way.—See Way.

Sale.

1. W. Blenkiron & Son, a well-known and responsible firm, did business under that style at 123 Wood Street. One A. Blenkarn ordered goods of the respondents by letter, dated "37 Wood Street." The letters were signed without any initial, and in a manner to look very much like "Blenkiron & Co." Respondents sent the goods to "Messrs. Blenkiron & Co., 37 Wood Street," supposing they were dealing with W. Blenkiron & Son. A. Blenkarn was subsequently convicted for falsely pretending, in obtaining these goods, that he was W. Blenkiron & Son. Meantime, the appellants had bought in good faith some of the goods of A. Blenkarn. The respondents brought trover for the goods. *Held*, that there was no contract of sale between the respondents and A. Blenkarn, and accordingly he could give, and the appellants could acquire, no title to them.—*Cundy* v. *Lindsay*, 3 App. Cas. 459; s. c. 1 Q. B. D. 348; 2 Q. B. D. 96; Am. Law Rev. 104, 702.

2. Plaintiff and one P. made a contract for a lot of lumber, to be purchased of P. by plaintiff, and shipped from time to time as it was ready. Subsequently, P. shipped a lot of six hundred tons on a ship chartered by him, by the order and for the account of the plaintiff. The bills of lading stated the goods to be shipped by P., to be delivered "to order or assigns" of P. Plaintiff insured the cargo. P. drew a bill of exchange on the plaintiff, and indorsed it to one C., with the bills of lading. C. discounted the bill at defendant's bank, handing the bank the bills of lading with it. Plaintiff declined to accept the bill without the bills of lading. Thereupon P. drew a second bill to the order of C. on the plaintiff, which was given the defendants in place of the first, "upon the terms of the delivery of the bills of lading to the plaintiff, upon payment of the second bill of exchange." The bills of lading and the bill of exchange reached the plaintiff the same day, the bills of lading "to be given up against payment of" the draft. Plaintiff refused to accept the bill of exchange, and returned it to defendant bank, stating he should pay it at maturity. The cargo was then entered at the custom-house in the name of the defendant. Afterwards, plaintiff offered to pay the bill on receiving the bills of lading, and to give a guarantee for the freight, which the defendant bank pretended to think itself liable for. This was refused, and defendant subsequently sold the cargo. The jury found that P., as well as plaintiff, intended the cargo should be the property of plaintiff on shipment, subject to a lien for the price. *Held*, that the property in the cargo had passed to plaintiff, and he could recover from defendant bank.—*Mirabita* v. *The Imperial Ottoman Bank*, 3 Ex. D. 164.

3. Property was sold at public auction under certain conditions. The auctioneer entered in his book the names of the seller and buyer, the description of the property and the price, but made no reference to the conditions. *Held*,