

----- *Liability of Railway Company as carriers.*—Plaintiff delivered certain goods to the Grand Trunk Railway for carriage to Winnipeg. Defendants, in the course of transit, received the goods and were paid freight charges over their line. Defendants delivered the goods at Winnipeg to a cartage company to be delivered to plaintiff, but some of them were not so delivered. *Held*, Defendants liable. *Roach v. Canadian Pacific Railway Co.* . . . . . 158

----- *Loss of goods.—Delivery of goods to carrier.—Admission by agent.*—Plaintiff sent by S. a box of goods to defendants' station at W., to be carried to Y. at P. S. saw several men working at defendants' freight shed, and told one of them he had brought a box for Y.; the man told him "to bring it in and put it there," and S. put it where he was told. He got no receipt. The box was lost. Plaintiff then went to the station at W. and saw the man already referred to, who admitted that he got the box, but could not say what he had done with it. *Held*, That whether the goods were to be carried at the risk of the consignor or of the consignee was a question for the jury, and the Court would not disturb their verdict. *Held*, That the admission of the man, whom plaintiff saw, was not admissible as evidence against the defendants, and as it was the only evidence of delivery, the plaintiff should be non-suited. *Young v. Canadian Pacific Railway Co.* . . . . . 205

----- *Negligence.—Railway Crossing.—Cattle guards.—Accident.—Liability of Company.—Contributory negligence.*—Action for the value of a cow, killed by defendants' locomotive. A boy was in charge of the cow, but it ran away and got on the track through the cattle guards being full of snow. *Held*, Defendants liable. *Phillips v. Canadian Pacific Railway Co.* . . . . . 110

REGISTRY ACT.—*Actual notice.*—H. J. B., on 24th December, 1873, conveyed a parcel of land to D., and, on the 24th of September, 1874, conveyed the same piece of land to M. D.'s conveyance was registered on 11th May, 1875, and M.'s on 25th September, 1874. M. was the solicitor for H. J. B. on the sale to D., and, on the 5th of May, 1874, made the usual affidavit of the execution of the deed to D. *Held*, That M. had actual notice of D.'s deed at the date of the affidavit of execution. That such notice would be assumed to have continued until the date of M.'s deed. That it would be no use for M. to say that it did not; and that his deed must be postponed to D.'s. *Held*, That under the Registry Act then in force, (36 Vic. c. 18,) priority of registration did not apply to conveyances registered before the issue of the patent. *Agnew v. Morphy* . . . . . 49

----- *Held*, To a perfect registration it is essential that all the requirements of the Registry Act should be complied with. *Quare*, Whether unpatented lands can be sold for taxes. *Farmers & Traders' Loan Co. v. Conklin* . . . . . 181

REPLEVIN.—*Action on bond.—Impossibility of fulfilment of condition.*—After the determination of a replevin action, brought by S. against R., in