date "this warrant will alone be sufficient to obtain delivery." The defendant subsequently took over the warehouse and business, and in 1885 his servants, by mistake, delivered the goods to the wrong person. The brokers had indorsed the warehouse receipt, and in 1886 it was in the possession of B. and E. The defendant believing that the plaintiffs, as successors in business of the brokers who stored the goods, were still in possession of the receipt, and in ignorance of the erroneous delivery of the goods, wrote to the plaintiffs, claiming rent for the goods, and notifying them that unless it were paid the goods would be sold. The plaintiffs did not immediately answer the letter, but set to work in consequence of its receipt, and purchased the receipt from B. and E., intending to make a profit out of the goods. On presenting the receipt to the defendant it was then discovered that the goods were not in his possession, and the present action of trover was brought. On the part of the defendant it was contended that he was not liable, because the goods were not in his possession when first demanded of him by the plaintiff, and also because he was not a party to the warehouse receipt. But Denman, J., held, that the plaintiffs having been induced to purchase the receipt in consequence of the defendant's representation that he still had the goods in his possession, the defendant was estopped, and was bound to make good that representation, and he gave judgment for the plaintiffs for the market value of the goods at the time the action was brought, as found by the jury, less the amount which would have been payable for rent if the goods had been forthcoming.

SHIP—BILL OF LADING—QUALITY MARKS—ESTOPPEL—REPRESENTATION.

In *Cox* v. *Bruce*, 18 Q. B. D. 147, an unsuccessful attempt was made to fasten a liability on a ship owner to make good an erroneous statement contained in a bill of lading as to the quality marks on the goods mentioned therein. The bill described the goods as marked in proportions specified with different quality marks, indicating different qualities of jute, which marks corresponded with those inserted in the shipping notes made out by the shippers. When the ship was discharged, however, it was found that there had in fact been shipped fewer bales marked with one of such quality marks, and more marked with another of such marks indicating an inferior quality. The Court of Appeal held that an indorsee of the bill of lading for value, without notice of the incorrectness of the description of the marks, had no right of action against the ship owners, either for breach of contract or upon the ground that they were estopped by the representation contained in the bill of lading.

SEAMAN'S WAGES—MARITIME LIEN—PRIORITY OF CLAIMS.

Turning now to the cases in the Probate Division, *The Adalina*, 12 P. D. 1, first challenges attention. In this case it is held that seamen have a maritime lien on freight due from sub-charterers to the charterers of a ship, and can arrest the cargo for the purpose of enforcing such lien; and that the lien of seamen for wages ranks before a claim in respect of payments for the towage of the ship from sea to an inland port, and the light dues and dock dues.

WILL—EXECUTION AT FOOT OR END—(R. S. O. c. 106, s. 12)—REVOCATION.

The case of *Margary* v. *Robinson*, 12 P. D. 8, illustrates in a remarkable way how the positive provisions of the statute relating to the execution of wills may sometimes defeat the positive intention of testators. In this case the testator, being in a paralyzed condition, made known to his attendants by signs that he desired to make a will, and a memorandum was accordingly drawn by one of his medical attendants on a card, by which the testator bequeathed £30,000 to Miss Robinson for life; the testator, instead of executing it at the foot or end, as prescribed by the statute (see R. S. O. c. 106, s. 12), unfortunately for the legatee, put his mark in the middle of the writing; and this was held a fatal objection to the validity of the document as a will. After its execution the witnesses, thinking the document did not amount to a will and was a mere memorandum, so informed the testator, to which he seemed to assent, and they then erased their attestation, but the testator retained the card in his possession, and afterwards showed it to the legatee and informed her it was for her; and after his death it was found in a handbag he kept near his bed. It was held that assuming the will to have been properly