BAILOR RECOVERING GOODS BAILED.—The contract of bailment, by which the owner of goods lends or deposits the goods to or with a third party, gives rise to many complications, and is often, ultimately, mixed up with fraud, which requires justices of the peace to take part in the solution. Hence, it is useful to bear in mind the leading doctrines governing a relation between parties so common, and, occasionally, so extremely useful. There are many delicate considerations surrounding the common cases of bailment, and it is creditable that the remedies available to the parties are so seldom put in requisition. Yet, when litigation is resorted to, the decisions of the court bring out a wealth of learning and good sense, which comes in most usefully to assist justices of the peace when administering some part of the remedy. Moreover, these bailments seem to be susceptible of an infinite variety of circumstances, which try the sagacity of all who adjudicate upon them.

One of the perplexities often presented to a court, in dealing with bailments, is that the bailee often sets up some right in a different party than the owner, and makes that an excuse for not delivering up the goods to the original bailor. In *Betteley* v. *Reed*, 4 Q.B. 511, the circumstances were very complicated. The bailee was a wharfinger holding goods of the owner, who was said to have made a colorable sale to the plaintiff, and the latter sued for the value of the goods. The importance of the decision of the court was that the baileee had attempted to set up a right in some third party, who had repudiated any such right. The court observed that no instance among the many cases of wharfingers, warehousemen, and such like, could be adduced in which it was held the *jus tertii* could be set up when the third person, being aware of the circumstances, had abandoned his claim. To allow a depository of goods or money who has acknowledged the title of one person to set up the title of another, who makes no claim or has abandoned all claim, would enable the depository to keep for himself that to which he does not pretend to have any title in himself whatsoever.

Common carriers are often perplexed, in course of their business, with questions of this kind. And in a case of *Sheridan* v. *New Quay Company*, 4 C.B.N.S. 618, a complicated case occurred as to a bill of lading, the particulars of which it is unnecessary to state. But the court there observed that common carriers, being bound to receive goods for carriage, can make no enquiry as to the ownership. And it is not uncommon for the real owner to demand delivery before the carriers have parted with the goods. The law protects carriers against the real owner if the carriers have delivered the goods in pursuance of their employment without notice of his claim. And it ought equally to protect them against the pseudo-owner, from whom they could not refuse to receive the goods, in the event of the real owner claiming them, and their being given up to him.

In another case of *Thorne* v. *Tilbury*, 3 H. & N. 535, the plaintiff had delivered some goods, consisting of trunks, boxes, wearing apparel, and household furniture, to the defendant, to be warehoused, kept, and taken care of. Before the delivery, the goods had been the property of one Thorne, deceased, and there was not at the time of the delivery any legal representative of the estate of Thorne. This fact was not known to the defendant. But the defendant had