

whereby the defendant agreed to carry the oil of the plaintiffs in covered cars with quick despatch. The oil was forwarded in open cars, and delayed at different places on the journey, in consequence of which a large quantity was lost. On the delivery of the oil the plaintiffs signed a receipt note, which said nothing about covered cars, and which stated that the goods were subject to conditions endorsed thereon, amongst which was this: "that the defendants would not be liable for leakage or delays, and that oil was carried at owner's risk."

Held, per Ritchie, C.J., and Fournier & Henry, J.J., that the loss did not result from any risks by the contract imposed on the owners, but loss arose from the wrongful act of the defendants in placing the goods on open cars, which act was inconsistent with the contract they had entered into and in contravention of their duty as carriers.

Per Strong, Fournier, Henry & Gwynne, J.J., affirming the judgment of the Court of Common Pleas, Ontario, that the verbal evidence was admissible to prove a contract to carry in covered cars, which contract the agent at London was authorized to enter into, and which must be incorporated with the writing, so as to make the whole contract one for carriage in covered cars, and therefore defendants were liable.—*Grand Trunk Ry. Co. v. Fitzgerald et al.*

Shipping note—Fraudulent receipt of agent for goods not received—Liability of Company.—One W. C., who was defendants' agent at Chatham, and also a partner in the firm of B. & Co., in fraud of the defendants, caused printed receipts or shipping notes in the common form used by the defendants' company, to be signed by his name as defendants' agent, in favor of B. & Co., for about 1200 barrels of flour, no flour at that time having been shipped, and no flour ever having been delivered to the company to answer the said receipts. The receipts or shipping notes acknowledged that the company had received from B. & Co. the barrels of flour addressed to the plaintiffs, and were attached to six drafts drawn by B. & Co. at sixty days, and accepted by the plaintiffs. W. C. received the proceeds of the drafts, and afterwards absconded. In an action to recover the amount of the drafts,

Held, that the act of W. C. in issuing a false and fraudulent receipt to B. & Co., of which firm

he was a member, for goods never delivered to the company to be forwarded, was not an act done within the scope of his authority as defendants' agent, and therefore the defendants were not liable (Fournier & Henry, J.J., dissenting).—*Erbé et al. v. Great Western Ry. Co.*

RECENT DECISIONS AT QUEBEC.

Subrogation—Tiers détenteur—Surety.—Jugé, 1. Que, mis en regard, la caution doit être préférée au tiers détenteur, et que la subrogation qu'obtient ce dernier, en payant le créancier, ne lui donne pas de recours contre la caution.

2. Que ce privilège appartient aussi bien à la caution solidaire qu'à la caution simple.—*Bilodeau v. Giroux* (C.C.), 7 Q. L. R. 73.

Report of Distribution—Registration.—The hypothec granted by a purchaser and registered before the registration of his title to the immoveable hypothecated, will rank after the vendor's privilege, although the latter was registered after the 30 days.—*Chrétien v. Poitras* (S.C.), 7 Q. L. R. 81.

Registration—Contract of Marriage.—Jugé, 1. Que l'enregistrement du contrat de mariage requis par l'Acte de Faillite de 1875, pour permettre à la femme d'un commerçant un recours contre les biens de son mari pour les avantages que lui faisait son contrat, n'était que pour le cas de mise en faillite du mari et de distribution de ses biens en vertu de l'acte même, et que, pour tout autre recours, ses droits étaient régis par le Code Civil.

2. Que l'Acte de Faillite de 1869 d'abord, puis celui de 1875, n'ont conservé les dispositions sous ce rapport de l'Acte de 1864 que pour les contrats qui auraient dû être enregistrés pendant qu'il était en force, et non pour ceux faits depuis

3. Que le rappel de l'Acte de Faillite de 1875 laisse à la femme, qui n'a pas enregistré son contrat dans les délais voulus par cette loi, tous les recours que lui permet le Code Civil.—*Joseph et al. v. Fortin et al.* (Cour Supérieure), 7 Q. L. R. 87.

Tierce Opposition—Interest of opposant.—Jugé, que toute partie dont la créance est apparente au dossier peut demander que le fol adjudicataire soit condamné à payer la différence entre sa folle adjudication et l'adjudication définitive, et que le jugement ainsi obtenu, n'attribuant à