

## BILLS OF LADING.

Federal and State systems, and no point of contact has been more fruitful of discord than the government and regulation of the great transportation companies, which, as agencies of commerce, are one of the striking features of the age."

These remarks are peculiarly striking, in view of the present agitation in Manitoba, in reference to the disallowance of railway charters by the Dominion Government. To a lawyer it seems almost impossible to see more than one side to this question. In its present position it is a mere matter of contract between the public and the Railway Company, and the position of the latter seems unassailable. The duty of those who happen to be charged with conducting the public business, is simply to carry out the bargain under which the work was begun and liabilities incurred, until such time as the legal position of the parties may be changed, either by mutual agreement or by constitutional legislation.

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POLLARD v. VINTEN.

OUR valued contemporary, *The English Law Magazine*, remarks, in its last number, that at the forthcoming Tenth Conference of the Association for the Reform and Codification of the Law of Nations, at Liverpool, the subject of Bills of Lading was expected to form one of the prominent topics of discussion, and reproduces at full length the judgment of the Supreme Court of the United States, in a recent case of *Pollard v. Vinten*, reported in the *Virginia Law Journal* for June, in which Mr. Justice Miller, in delivering the opinion of the Court, was led to enter at some detail into the analysis of the character and effects of a Bill of Lading. The point actually decided was that an agent of a ship owner, with authority to execute and deliver Bills of Lading, has no authority, nor does it come within the scope of his employment, to deliver such Bills so as to bind

his principal, unless the goods comprised have been actually received on board; and consequently, one who had advanced money in good faith on a Bill of Lading received from such an agent, the goods comprised in which had never been taken on board, and consequently never delivered by the ship owner, was held not to be entitled to recover against such ship owner for such non-delivery, although the Bill, as usual, contained a receipt for the goods. A previous decision (*Schooner Freeman v. Buckingham*, 18 How. 182,) to the same effect is cited.

On the general subject of Bills of Lading, apart from the question as to agency involved in this case, the judgment enumerates the following propositions:—

"A Bill of Lading is an instrument well known in commercial transactions, and its character and effect have been defined by judicial decisions. In the hand of the holder it is evidence of ownership, special or general, of the property mentioned in it, and of the right to receive said property at the place of delivery. Notwithstanding it is designed to pass from hand to hand, with or without endorsement, and is efficacious for its ordinary purposes in the hands of the holder, it is not a negotiable instrument or obligation in the sense that a bill of exchange or a promissory note is. Its transfer does not preclude, as in those cases, all enquiry into the transaction in which it originated because it has come into the hands of persons who have innocently paid value for it. The doctrine of *bona fide* purchasers only applies to it in a limited sense. It is an instrument of a two-fold character. It is at once a receipt and a contract. In the former character it is an acknowledgment of the receipt of property on board his vessel by the owner of the vessel. In the latter it is a contract to carry safely and deliver. The receipt of the goods lies at the foundation of the contract to carry and deliver. If no goods are actually received there can be no valid contract to carry or to deliver."