

laid up in 1893 and was never afterwards sent to sea. In 1896 she was destroyed by fire.

Held, reversing the judgment of the Court of Appeal (25 Ont. App. Rep. 393) that the policy never attached; that the steamship was only insured while employed on inland waters during the navigation season or laid up in safety during the winter months.

Held also, that the above stipulation was not a condition but rather a description of the subject matter of the insurance and did not come within section 115 of the Ontario Insurance Act relating to variations from statutory conditions. Appeal dismissed with costs.

Nesbitt and McKay, for appellant. *Osler, Q.C.*, and *W. M. Douglas*, for respondent.

Ontario.

COURT OF APPEAL.

From Rose, J.]

[June 29.

BICKNELL v. GRAND TRUNK RAILWAY COMPANY.

Railway — Connecting Lines — Negligence — Passenger — Cattle Drover — Free Pass.

A contract was made by a railway company for the carriage of cattle to a point on the line of a connecting railway company at a fixed rate for the whole journey. The contract provided that the shipper (or his drover) should accompany the cattle; and that the person in charge should be entitled to a "free pass," but only "on the express condition that the railway company are not responsible for any negligence, default, or misconduct of any kind on the part of the company or their servants:—"

Held, that the condition was valid and could be taken advantage of by the connecting railway company, who therefore were not liable to the shipper for injuries suffered by him in a collision caused by their servants' negligence. *Hall v. North Eastern R. W. Co.*, 10 Q. B. D. 437, applied. Judgment of Rose, J., reversed.

Osler, Q.C., for appellants. *Aylesworth, Q.C.*, for respondent.

From Rose, J.]

WINN v. SNIDER.

[June 29.

Sale of Goods — Bills of Sale — Subsequent Purchaser.

A purchaser of goods who neglects to comply with the provisions of the Bills of Sale Act cannot invoke the provisions of the Act as against a subsequent purchaser in good faith, and the latter, even though he also has not complied with the provisions of the Act, obtains priority. Judgment of Rose, J., affirmed.

E. E. A. DuVernet, for appellant. *J. C. Haight*, for respondent.