

Sale of goods—Slight variation from conditions of contract—Sight drafts.

M. sold McB. ten car loads of peas, price payable by drafts at sight, with bills of lading attached. M., with the first car load, made a draft on demand instead of a sight draft, asking at the same time to be informed whether McB. wanted the rest at sight. McB. refused to accept the draft, or to take delivery of the peas, and repudiated the contract.

Held:—That the slight difference in the drafts did not constitute a sufficient reason for McB. to repudiate the contract, as he might have accepted the demand drafts on condition that they would be payable only three days after acceptance; and moreover it appeared that he had repudiated the contract on a different ground before the drafts were presented.—*McBean & Marshall, Baby, Bossé, Doherty, Cimon, JJ.*, June 25, 1891.

Criminal law—Refusal to provide for wife.

Held:—That on an indictment of a husband for refusal to provide for his wife, the jury should not consider evidence as to the manner of living between husband and wife previous to the time laid in the indictment, or promises made by the husband after his arrest.—*Regina v. Arent, Wurtel, J.*, Dec. 1891.

*SUPERIOR COURT, MONTREAL. **

Action by father for personal injuries to minor child—Medical examination of child.

HELD:—That in an action by a father for personal injuries suffered by his minor child, the defendant, before pleading, may obtain an order for an examination of the child's body by a physician.—*McCombe v. Phillips, de Lorimier, J.*, Oct. 7, 1891.

Carrier—Goods refused by consignee—Sale by carrier.

HELD:—Where the consignee refuses to accept goods from the carrier at the place of delivery, the carrier is not justified in selling the same by private sale, without notice to the consignor or consignee; and a pretended authorization to sell, by the consignee who has refused to accept the goods, is without effect. The consignor in such case is entitled to recover the value of the goods, less freight and storage.—*Cottingham v. Grand Trunk R. Co., Tait, J.*, Oct. 30, 1891.

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