

NOTES OF UNITED STATES AND QUEBEC REPORTS.

Baggage includes such articles as are usually carried by travellers. Books and even manuscripts may be baggage, according to the circumstances and the business of the traveller.

In this case a student going to college was allowed to recover the value of manuscripts which were necessary to the prosecution of his studies.—*Hopkins v. Westcott et al.*, 7 Am. Law Reg. N. S. 534.

It is negligence for a passenger in a railroad car to allow his arm to project out of the window, and if he receive injury from such position he cannot recover.

The railroad company is not bound to put bars across its windows to prevent passengers from putting their limbs out.—*Indianapolis and Cincinnati Railroad Co. v. Rutherford*.

SALE OF GOODS—DELIVERY.

1. Where goods are sold for cash, and the vendor delivers them to the vendee upon the faith of his paying cash for them, and immediately demands the cash, and the vendee refuses to pay it, such a delivery is not an absolute but a conditional delivery; and if the vendee refuses to perform the condition, no property in the goods passes to him.

2. Where goods are sold for cash, and they are delivered to a carrier to be transported to the vendee, and the vendor retains the bills of lading, and immediately draws upon the vendee for the price of the goods, and the bills of lading are tendered to the vendee when payment of the draft is demanded, which is refused, whereupon the bills of lading are retained by the vendor, who immediately attempts to reclaim the goods, these facts are evidence to go to the jury to show that the delivery was a conditional and not an absolute delivery. Opinion by Thayer, J.—*Refining and Storage Co. v. Miller*, Phil. Leg. Int., July 17, 1868.

SPECIFIC PERFORMANCE—EQUITY.

The enforcement of a contract in equity is entirely in the discretion of the court, untrammelled by rule or precedent. *Per Sherwood, J.*—*Oil Creek Railroad Co. v. Atlantic and Great Western Railroad Co.*, Phil. Leg. Int., May 29, 1868.

TAX SALES—INADEQUACY OF PRICE—SUPPRESSION OF COMPETITION—EQUITY.

1. Where land is sold for taxes the inadequacy of the price given is not a valid objection to the sale.—*Slater v. Maxwell*, 6 Wallace 268.

2. Where a tract of land sold for taxes consists of several distinct parcels, the sale of the entire tract in one body does not vitiate the

proceedings if bids could not have been obtained upon an offer of a part of the property.—*Id.*

3. Where a fact alleged in a bill in chancery is one within the defendant's own knowledge, the general rule of equity pleading is that the defendant must answer positively and not merely to his remembrance or belief.

Accordingly, when the bill alleged that, at the time that a very large tract of land, sold for taxes, was put up for public sale, a great many persons were present with a view to purchase small tracts for farming purposes, but that the defendant stated that the complainant would redeem his land from the purchasers, and in that way put down all competition, and had the entire property struck off to him for the amount of the taxes; and that this conduct was pursued to enable him to buy without competition, for a trifling amount, all the land of the complainant. *Held*, that an answer was evasive and insufficient when answering that the defendant has "no recollection of making said statement, nor does he believe that he stated that W. S. would redeem his land," and "that he believes the charge that he stated to the bystanders attending that sale that he would do so, to be untrue."—*Id.*

4. It is essential to the validity of tax sales that they be conducted in conformity with the requirements of the law, and with entire fairness. Perfect freedom from all influences likely to prevent competition in the sale should be strictly exacted.—*Id.*

5. When the objections to a tax deed consist in the want of conformity to the requirements of the statute in the proceedings at the sale, or preliminary to it, or in the assessment of the tax, or in any like particulars, they may be urged at law in an action or ejectment. Where, however, the sale is not open to objections of this nature, but is impeached for fraud or unfair practices of officer or purchaser, to the prejudice of the owner, a court of equity is the proper tribunal to afford relief.—*Id.*

NOTES OF QUEBEC CASES.

COURT MARTIAL—VOLUNTEER.

Held, that a volunteer is liable by 29, 30 Vic. cap. 12, to be tried by a Court Martial for misconduct while present at a parade of his corps, though not actually serving in the ranks at the time.—*Ex parte Rickaby*, 17 L. C. R. 270.

DEED—DELIVERY.

Held, that the constructive delivery contained in the following words, "said timber to be delivered at Ottawa, where the same shall be