

RAILWAYS.

1. Common Carrier—What is Personal Baggage—Liability for—Contract.—[The plaintiff was one of fifty-four Chinamen travelling over the defendants' railway on one ticket purchased on their behalf by an employment agent, who received the price of his passage from each of the Chinamen, out of the wages earned by him after reaching his destination. The plaintiffs' baggage, consisting of personal effects and bedding, was destroyed by the burning of the baggage car, the cause of the fire being unknown:—*Held*, that the contract was with each Chinaman, to carry him and his baggage safely, and that the defendants were liable in damages:—*Held*, also, that the defendants having accepted the bedding as personal baggage were liable for it as such, and *semble*, that it would have been held under the circumstances to be personal baggage, even without such acceptance. *Chan Dye Chea v. Alberta Railway & Irrigation Co.* (Harvey, J., 1905), p. 175.

2. Ordinance Respecting Juries—N. W. T. Act—Damages—Personal Injuries.—[The effect of c. 44 of 6 Edw. VII (Ca.), was to annul the repeal of the North-west Territories Act, so far as Alberta and Saskatchewan were concerned, and the Ordinance respecting Juries is in consequence not in force:—*Held*, also, that the increase of damages on the second trial of an action for damages for the loss of a foot from \$3,500 to \$8,500, was not perverse or wrong, and that the latter amount was not under the circumstances excessive. *Hassen v. Canadian Pacific Railway Company.* (Court en banc, 1907), p. 420.

See ANIMALS, 2. — ASSESSMENT AND TAXATION, 3—CRIMINAL LAW, 1.

RECEIVER.

See TRUSTS AND TRUSTEES.

REGISTRY LAWS.

See BILLS OF SALE AND CHATTEL MORTGAGES, 1—LANDLORD AND TENANT, 2—LAND TITLES ACT—SALE OF GOODS, 3.

RES GESTAE.

See CRIMINAL LAW, 3, 7.

SALE OF GOODS.

1. Conditional Sale of Goods—Retaking Possession on Default in Payment of Price—Chattel Mortgage—Rescission of Contract—Failure of Consideration.—[The defendants ordered from the Massey and Co., Ltd., machinery, for the price of which he gave three promissory notes, which provided "the title, ownership and right to the possession of the property for which this note is given shall remain in Massey and Co., Ltd., until this note or any renewal thereof is fully paid with interest, and if default is made in payment of this or any other note in their favour, or should I sell or dispose of or mortgage my landed property, or if for and good reason Massey and Company, Ltd., should consider this note insecure, they have power to declare it and all other notes made by me in their favour due and payable at any time, and to take possession of their property, and hold it until this note is paid, or sell the said property at public or private sale, the proceeds thereof to be applied upon the amount unpaid of the purchase price." The defendant gave two chattel mortgages as collateral security for the notes. The notes were afterwards endorsed by Massey and Company, Ltd., to the plaintiffs, who on default took possession of and sold the property mentioned in the notes and applied the proceeds upon the amount unpaid.—The plaintiff sued for the balance \$487.45 as due under the chattel mortgages.—*Held*, (1) That, in the absence of provision in the notes that the plaintiff could after sale recover the balance, the original agreement was rescinded by the sale; (2) That as the plaintiff had no right to recover on the notes, they could not recover on the collateral security. *Massey-Harris v. Lowe.* (Newlands, J., 1905), p. 71.

2. Sale of Chatels—Actual and Continued Change of Possession.—[At the time of the sale of certain cattle they were in a pasture belonging to the vendor, but on the same day the vendor's right to the field passed to a third person with whom the vendee made an arrangement under which the cattle con-