

written contract in the following terms: "We have this day sold to you three tons Kilvert's pure lard, for delivery to end of January, 1893"; and that the defendants had delivered it to the plaintiff in the same state as they had received it, and without any reason to believe that it was otherwise than pure. Under this state of facts, the Divisional Court (Charles and Wright, JJ.) held that the defendants were exonerated from liability.

PRINCIPAL AND AGENT—AGENT ENTRUSTED WITH GOODS, SALE BY—AGENT EXCEEDING AUTHORITY.

*Riggs v. Evans*, (1894) 1 Q.B. 88, seems to show that the powers of an agent entrusted with goods are very much narrower under the Imperial Factor's Act (6 Geo. IV., c. 94) than they are under R.S.O., c. 128. In that case, the plaintiff entrusted to an agent a valuable chattel, on the terms that it should not be sold to any person, nor at any price, without the plaintiff's authority, and that the cheque received in payment should be handed to the plaintiff intact, the plaintiff agreeing to pay the agent a commission in the event of a sale. The agent sold the chattel, without the plaintiff's authority, to the defendant for £200, which was satisfied by the defendant giving to a judgment creditor of the agent a diamond worth £120, and £50 cash, in satisfaction of his judgment of £170 against the agent, and by paying the agent the remaining £30 in cash. The action was brought to recover possession of the chattel notwithstanding the sale; and it was held by Wills, J., that the plaintiff was entitled to succeed, on the ground that the agent had exceeded his authority, and that the sale was not protected by the Factors' Act (6 Geo. IV., c. 94, s. 4), because it was not a sale in the ordinary course of business. We may observe that under R.S.O., c. 128, s. 2, an agent entrusted with the possession of goods is to be deemed the owner thereof for the purposes of making a sale thereof, and there is no limitation in the Act as to sales being made by the agent in the ordinary course of business.

BAILMENT—RESTAURANT KEEPER, LIABILITY OF, FOR SAFE KEEPING OF CUSTOMER'S COAT.

*Ultzen v. Nicols*, (1894) 1 Q.B. 92, was an action brought by the plaintiff to recover the value of a coat lost under the following circumstances. The defendant was the keeper of a restaur-