passed to the purchasers. The rule as to stoppage *in transitu* has been often stated, and the doctrine has always been liberally construed in favor of the unpaid vendor. When the goods have not been delivered to the purchaser himself, nor to any agent of his to hold for him otherwise than as a carrier, but still remain in the hands of the carrier as such for the purposes of the transit, then the goods are still *in transitu*, and may be stopped, even though the carrier was the agent of the purchaser to accept delivery so as to pass the property in the goods. The difficulty that has arisen in some cases has been that a question has arisen whether the original transit had ended and a fresh transit begun, and that difficulty has been dealt with in this way: where the transit still exists which was caused either by the terms of the contract or by the orders of the purchasers to the vendor, then the right of stoppage *in transitu* still exists; but if that transit is over, and the goods are in the hands of the carrier in consequence of fresh directions given by the purchasers for a fresh transit, then the right to stop *in transitu* has gone. Similarly, if the purchaser orders goods to be sent to a particular place, there to be kept till he gives fresh orders respecting them to another carrier, the original transit ends when they reach that place, and any further transit is new and independent. Now, in the case before us the contract does not determine the destination of the goods; but it is argued on behalf of the vendors that the purchasers directed that the goods were to be forwarded to Melbourne, so that while they were in the hands of any of the carriers who would forward them to Melbourne, and until they arrived there, they were still in transit, and the right to stop them existed. The question turns on the true construction of the letter of the purchasers of the 28th of June, which is as follows: "Please deliver the ten hogsheads of hollow ware to the *Darling Downs*, to Melbourne, loading in the East India Docks here." The argument on the part of the purchasers was, that those directions were directions to deliver on board a particular ship and nothing more; but that argument amounts to saying that the goods were to be delivered on board the ship, there to be kept as in a warehouse, subject to further orders from the purchaser as to further carriage or discharge. Surely that cannot be the business meaning of the transaction. The ship is loading for Melbourne, goods are to be received on board for carriage to Melbourne, and the meaning is that these goods were to be delivered on board to be carried to Melbourne. A mate's receipt was given, and a bill of lading was signed which showed that the goods were received for carriage to Melbourne, and therefore what was actually done bears out my construction of the document. It therefore follows, in my opinion, that these goods were in the hands of carriers as such, and in the course of their original transit from Wolverhampton until they reached Melbourne. I think the letter of June 28 gave all the necessary directions, and that the case does not fall within that class of cases where a fresh transit begins in consequence of fresh directions by the purchasers as to a further transit. I need not refer to all the cases cited. Mr. Willis' argument is directly met by the judgment of Bowen, L.J., in *Kendall* v. *Marshall, Stevens & Co.*, where he says: "Where goods are bought to be afterward despatched as the vendee shall direct, and it is not part of the bargain that the goods shall be sent to any particular place, in that case the transit only ends when the goods reach the place ultimately named by the vendee as their destination. In *Cootes* v. *Railton*, 6 B. & C. 422, several cases were cited by Bayley, J., in the course of his judgment, and the principle to be deduced from them is, that where goods are sold to be sent to a particular destination, the transitus is not at an end until the goods have reached the place named by the vendee to the vendor as their destination." In *Ex parte Mills*, 15 Q. B. Div. 39, I cited the test laid down by Lord Ellenborough in *Dixon* v. *Baldwen*, 5 East, 175, where he says: "The goods had so far gotten to the end of their journey that they waited for new orders from the purchaser to put them again in motion, to communicate to them another substantive destination, and that without such orders they would continue stationary." I applied that rule to the case then before me, and held that in that case the goods had arrived at