

VIS MAJOR.

Towing Contract—Quantum Meruit.]—When a tug contracts to tow a stranded vessel, but is prevented from actually doing so by stress of weather and by ice, nothing will be allowed for the work done in attempting to reach the vessel, when the evidence shows that by the exercise of due diligence the master of the tug might have informed himself that it would be impossible to effect a passage by the route attempted.

The Donnelly Salvage and Wrecking Co. v. Turner (Ont.), 32.

WAREHOUSE RECEIPTS.

1. *Contract—Sale of Goods by Sample — Warranty — Warehouse Receipts — Agency.*]—A bank advanced money upon the promissory notes of a cold storage firm, endorsed by M., one of the members of the firm, warehouse receipts for goods deposited by M. with his firm being taken as security for his endorsements. The cold storage company bought eggs with the monies so obtained, and warehoused them in the name of M., receipts being issued to him. The firm becoming financially embar-

assed, the manager of the bank checked over the goods then in the warehouse, and instructed O'R., the other partner, to sell them and to pay the proceeds of such sales into the bank, which was duly done. One of the purchasers having brought an action for damages caused by breach of warranty regarding the condition of the eggs, the bank contended that it had not been the vendor.

Held, that since the bank had, in fact, had the control over the goods, their title not being disputed, it was immaterial whether or not the warehouse receipts upon which the title was based were such as would have proved good against all comers.

Held, further, that the arrangement between the local manager of the bank and O'R. virtually constituted the latter the agent of the bank for the sale of the goods, no ratification by the head office being necessary; and that, therefore, the bank was liable for the breach of the implied warranty which, it appeared, was given by O'R., so acting as its agent.

Saunders v. The Ontario Bank (Ont.), 56.

2. *See* BANKING, 5.