RECENT ENGLISH DECISIONS.

The May number of the Law Reports consist of 10 Q. B. D. 353-477; 8 P. D. 21-101; and 22 Ch. D. 675-842.

In the first of these there are not many cases having any direct application here. *Burdick* v. *Sewell*, p. 363, however, to use the words of the learned judge who decided it, "raises a difficult and important question as to the effect of the Bills of Lading Act, Imp. 18-19 Vict. c. 111, (R. S. O. c. 116, sect. 5), in transferring liability to freight from the shippers to the indorsee of a bill of lading.

BILLS OF LADING—PLEDGEE—R. S. O. C. 116, S. 5.

In this case Field, J., decides that the shipper of goods does not, by simply indorsing the bill of lading and delivering it to the indorsee by way of security for money advanced by him, "pass the property" in the goods to such indorsee so as to make him directly liable to the ship-owner of freight under the above enactment; in other words, it is not correct to say that the necessary legal implication from, or the effect of an indorsement of a bill of lading for an advance, is that by it the whole and entire legal property passes. After briefly reviewing the different modes in which advances against deposit of goods are made, he said the question resolved itself into whether the security was intended to operate, or by implication of law arising upon the undisputed facts did operate, in the same way as an assignment by bill of sale or as a mere pledge. "If the former, the whole and entire property would pass, and as a consequence the liability to freight would be transferred to the defendants; . . . if the latter took the security of a contract by which 'the property pass d' to them, they cannot take the good and reject the bad. On the other hand, if the contract, although carried out by the indorsement of the bill of lading, remained merely a pledge, I think it clear that "the property" as expressed by the Act, did not pass, for by these words I understand the whole and entire legal property, and not merely the limited interest which is transferred by the contract of pledge." And after referring to the cases on the subject, especially *Glyn, Mills & Co.* v. *East and West India Docks Co.* L. R. 6 Q. B. D. 480, and *Lickbarrow* v. *Mason*, 1 Sm. L. C. 7th ed. 756, he arrives at the conclusion that as between the immediate parties the intention must prevail, and in the present case he held, upon the facts, that the parties did not intend anything more than a pledge.

BUILDING CONTRACT CERTIFICATE OF SURVEYOR CONCLUSIVE.

The next case requiring notice is *Richards* v. *May*, p. 400. There A. contracted to build a house for B., and the 4th clause of the contract provided that all extras or additions, payment for which the contractor should become entitled to under the said conditions, should be paid or allowed for at the price which should be fixed by the surveyor appointed by B. Cave, J., held that this provision impliedly gave power to the surveyors to determine what were extras under the contract, and consequently that his certificate awarding a certain amount to be due for extras was conclusive.

LEX LOCI—LEX FORI.

The next case, *Adams* v. *Clutterbuck*, p. 403, illustrates the distinction between *lex fori* and *lex loci*. The main question was whether the provision of the law of England, that a right of shooting can only be conveyed by an instrument under seal, is part of the *lex loci* or *lex fori*? Cave, J., in deciding it, says:—"The provision regulates and was intended to regulate the transfer of interest in land, and unless there is compliance with the provision the grantee takes no legal estate by the grant quite irrespective of whether he is seeking to enforce the claim in a court of justice or not. I cannot doubt that the provision is therefore a part of the *lex loci* and not of the *lex fori* . . . There is no proposition of law to be found, so far as I know, in any book to the contrary. *Leroux* v. *Brown*, 12 C. P. 801, turns on the provisions of the Sta-