

the apparent assignee of the bill of lading first presented to him, no matter which part it is, if he has no notice of any dealing with the other parts.

The right of stoppage *in transitu* is defeated only by the transfer of the bill of lading by the vendee, being in possession of it with the vendor's assent, to a third person who gives value for it *bona fide*; and *bona fides* means, not that he has no notice that the goods have not been paid for, but without notice of any circumstances which render the bill of lading not fairly and honestly assignable.

But the indorsement of a bill of lading can give no better right to the goods than the indorser had; it is not *negotiable* in that sense. Yet, when the vendor has *actually* transferred the bill of lading to the buyer, though induced by the latter's fraud to do so, third person's *bona fide* obtaining it from the vendee have a good title.

If the vendor transfers the bill of lading for advances, and has it re-transferred on paying the advances, all his rights and remedies under the original contract return. And where the bill of lading is transferred by the buyer as security for a debt, the vendor's right of stoppage is interfered with only so far as necessary to protect the transferee, and exists as to the buyer's further interest.

A sale of the goods, even if payment is made, will not defeat the vendor's right, unless the bill of lading is indorsed.

The effect of stoppage *in transitu* is only to restore the goods to the vendor's possession, so that he may exercise his rights as an unpaid vendor; it does not rescind the sale.