

to recover damages against the shipowners for short delivery. The goods referred to in the bill of lading were described as "marked and numbered as in the margin," and the question of law in the case was whether the shipowners were entitled to show, notwithstanding the Bills of Lading Act, 1855 (18 & 19 Vict. c. 11) s. 3, (R.S.O. c. 145, s. 5 (3)), that some of the goods intended to be covered by the bill of lading were by mistake incorrectly described in the margin of the bills of lading, and were shipped as part of the total quantities shipped under such bills of lading, and that the defendants were entitled to offer, and the plaintiff was bound to accept, such goods as part of the plaintiff's consignment, notwithstanding the erroneous description. The plaintiff contended that under the Act the bills of lading were conclusive as to the description of the goods, and that the defendants were not entitled to set up an alleged mistake in the marginal description. Kennedy, J., however, held that the Act is not conclusive as to the marks where the marks do not affect or denote substance, quality, and commercial value, and the marks in the present case not having that effect, he held that the defendants were, therefore, entitled to show the mistake, and to require the plaintiff's acceptance of the goods thus erroneously described.

EXPROPRIATION—COMPENSATION—INJURIOUS AFFECTATION—INTENTION TO USE LAND FOR SPECIAL PURPOSE.

Bailey v. Isle of Thanet Ry. Co. (1900) 1 Q.B. 722, was a case stated by an arbitrator appointed under the Land Clauses Act for the purpose of fixing the compensation for land expropriated by the defendants for the purposes of their railway. The land in question was part of a parcel which had been acquired by the plaintiff for the purpose of erecting thereon a school, for which purpose it was specially adapted. No steps had been taken up to the time of the expropriation towards erecting the school. In consequence of the construction of the railway the part of the land not taken was rendered less suitable for a school, and there was no other site in the neighbourhood equally suitable for the purpose. The question on which the opinion of the Court was desired was whether these facts ought to be taken into consideration in fixing the compensation. Channell and Bucknill, JJ., were of opinion that the intention of the owner to use the land for a particular purpose ought properly to be taken into account.