

without gross negligence, and they assessed the damages at £5. Upon these findings the judge at the trial gave judgment for the plaintiff for £5, and the Court of Appeal (Smith and Williams, L.J.J.), held that this was right, as the defence had failed as to the question of negligence, and the payment having been made as part of the defence under the Libel Act it could not be treated as a general payment into Court, so as to entitle the defendant to judgment on the ground that the plaintiff had not recovered more than the amount paid in. Owing to the difference between the English and Ontario Statutes and Rules it may, however, perhaps be doubtful whether this case would necessarily be followed in Ontario.

SALE OF GOODS—BILL OF LADING—SALE BY PERSON HAVING BILL OF LADING—PASSING PROPERTY—POSSESSION OF GOODS—SALE OF GOODS ACT, 1893 (56 & 57 VICT., C. 71), s. 19, s.-s. 3; s. 25, s.-s. 2—FACTORS ACT, 1889 (52 & 53 VICT., C. 45), s. 2, s.-s. 2—(R.S.O., c. 150, s. 5).

Cahn v. Pocketts B.C.S.P. Co. (1898) 2 Q. B. 61, was an action to recover goods sold by a person without authority of the owners, under the following circumstances: The goods in question consisted of a quantity of copper sold by Steinmann & Co. to one Pintscher. The copper was shipped on the defendants' steamer, and Steinmann forwarded the bill of lading to Pintscher, together with a bill of exchange for acceptance. Pintscher refused to accept the bill, but kept the bill of lading and, in fraud of Steinmann, sold the copper to the plaintiffs, in whose favour he indorsed the bill of lading. Steinman thereupon stopped the delivery of the copper; and the question was whether under the Sale of Goods Act, 1893, and the Factors Act, 1889 (see R.S.O., c. 150, s. 5), the plaintiffs had acquired a good title as indorsees of the bill of lading. By the Sale of Goods Act, s. 19, s.-s. 3, where a seller of goods draws on the buyer for the price, and transmits the bill of exchange with the bill of lading, if the buyer does not accept the bill of exchange he is bound to return the bill of lading to the seller. This, however, merely gives statutory sanction to the decision of the House of Lords in *Shepherd v. Harrison*, L.R. 5 H.L. 116, but it was claimed by the plaintiffs, notwithstanding, that under the Factors Act, the buyer