the value of £10 under a verbal contract. He delivered them on the 7th of November, in accordance with trade usage, at the S. railway station to J. W.'s order. On the ninth of November J. W. became bankrupt, and, previous to his bankruptcy, he had taken no active step whatever with respect to the acceptance or declining of the goods, which were then unpaid for, and had not been compared with the sample. The defendant gave the railway authorities at S. notice, on the 11th November, not to part with the goods to the bankrupt's assignees without his consent. The assignees claimed them on the 1st of December, but the railway company, on the 5th of December, re-delivered them to the defendant at his request.

In an action by the assignees against the defendant for the recovery of the goods,

Held, that the defendant was entitled to have the goods re-delivered to him, inasmuch as, first, there had been no acceptance and receipt of them by J. W. or his assignees sufficient to satisfy section 17 of the Statute of Frauds: and, secondly, the goods were not, at the time of the bankruptcy, in the "order and disposition" of the bankrupt within the meaning of 12 & 13 Vict. c. 106, s. 125. *Smith et al.* v. *Hudson*, 13 W. R. 683.

SALE OF GOODS—PROPERTY—DELIVERY.—On the sale of an entire heap of fire-clay at so much per ton, where no duty remained to be performed by the seller, and the buyer was at liberty to cart it away, the clay to be weighed at a machine on the road to the buyer's, it was *held* that the property in the clay passed by the contract to the buyer. *Furley* v. *Bates*, 33 L. J., N. S., 43.

LANDLORD AND TENANT.—Where a tenancy is implied from the receipt of rent, its terms are a question of fact for the jury.

A. was tenant for life of land, with power to lease for twenty-one years, with remainder to B. for life. A. leased to a tenant on the terms that at the expiration of the tenancy he should pay the tenant, according to valuation, for all fruit trees on the land planted by the tenant. At the end of the term, A. re-let to the tenant, not in pursuance of the power, to hold from year to year on the same terms as before. A. then died, and the tenant continued in occupation, and paid rent to B. B. did not know of the term binding the lessor to pay for fruit trees. B. determined the lease by notice to quit.

Held, as a matter of fact, that B. was not bound to pay the tenant for fruit trees left on the land and planted by him.

And (per Bramwell, B.) there was no evidence to go to a jury of any such liability. *Oakley* v. *Monck*, 13 W. R. 721.

RAILWAY COMPANY—FENCES—DAMAGES.—The Grand Trunk Railway and the Weston Plank road crossed the plaintiff's land not far apart on parallel lines. The railway company, it was alleged, found it necessary to change the course of a stream over which the road company had built a bridge, to which the latter consented, on the railway company agreeing to make and maintain a bridge for them over the new channel. *Held*, that such agreement could not impose upon defendants any obligation to fence at this latter bridge, or make them liable to the plaintiffs for omitting to do so.

The plaintiffs also sued defendants for neglecting to fence in their own railway. *Held*, that though only lessees of the land, they were "proprietors" within the reasonable construction of "The Railway Act," and might recover for damage done to them.

Held, also, that the fact of cattle from time to time getting upon the plaintiffs' land and destroying the crops did not constitute a "continuation of damage," so as to entitle the plaintiffs to recover for more than six months' injury; for the continuation of the omission is not what is meant, but of the damage resulting from it, and several unconnected acts of damage, each complete in itself, is not a continuation within the act. *Brown et al.* v. *Grand Trunk Railway Co.*, 24 U. C. Q. B. 350.

VENDOR AND PURCHASER — PRINCIPAL AND AGENT.—Where an agent is employed to find a purchaser for any property, it is meant that he should find a third person and not the agent himself. The taking on himself the position of a principal annihilates all his rights as an agent—therefore, if, when so employed, he becomes, either alone or jointly with others, the purchaser of the property, he is not entitled to charge agent's commission on the sale. *Salomons* v. *Pender*, 5 C. C. C. 118.

RIGHT OF WAY.—A right of way, held to pass under the word "appurtenances," where there was sufficient to show that the word was used in a flexible sense. *Kavanagh* v. *The Coal Mining Company*, 14 Ir. Com. Law Rep. 82.

SHAREHOLDER—LIABILITY.—A. verbally authorises B. as his attorney, to execute a joint-stock deed of partnership for him, and B. executes the deed. That deed is not the deed of A.; yet if there be evidence that A.'s name had been put