

No 44. House of Peers, in that of Arthur *contra* Hastie and Jamieson, 10th April 1770, No 43. p. 14209.

The cause was reported by the Lord Ordinary ; when

A majority of the Court were of opinion, that the proper possession of the goods was held, not by the shipmaster or owner, but through them, first by the shipper, and then by the indorsee to the bills of lading, *animi* ; delivery of possession being made in an effectual manner, and such alone as the case was capable of ; and therefore

“ THE LORDS repelled the defences pleaded for Messrs Dunmore and Company.”

Reporter, *Lord Henderland.* Act. *Wight, A. Campbell.* Alt. *Rolland, Abercromby.*
Clerk, *Orme.*

S. *Fol. Dic. v. 4. p. 250. Fac. Col. No 305. p. 470.*

S E C T. III.

Stoppages *in transitu.*

No 45. 1788. *December 4.* ALLAN and STEUART *against* CREDITORS of STEIN.

IN the case of Allan and Steuart *contra* Creditors of Stein, No 49. p. 4949, it was virtually found, both in the Court of Session and in the House of Lords, that the transmission of bills of loading to the purchaser three weeks before his bankruptcy, did not bar the seller from stopping, *in transitu*, such of the goods as were not landed and delivered.

Fol. Dic. v. 4. p. 252.

1789. *July 23.*

JOHN YOUNG *against* The TRUSTEE for JAMES STEIN'S CREDITORS.

No 46.
Altho' a bill of lading has been transmitted, it was found the goods might be stopped *in transitu*, when the consignee had become bankrupt.

SANDEMAN and Graham, merchants in London, were the consignees of James Stein, a Scotch distiller, and as such intrusted with the sale of large quantities of spirits prepared by him for the London market. They had come under acceptances for Stein to a great amount, when he shipped for London, consigned, as was usual, a cargo of aquavitæ, of which he had indorsed and transmitted to them the bill of lading.

The vessel set sale, but was, by contrary winds, obliged to put back to her port. Mean time, Sandeman and Graham became bankrupts, and their estate