App.). A contrary decision in South Carolina cannot be supported, in view of federal decisions in a field in which the federal law is supreme. *Driggs* v. *Southern Ry. Co.*, 81 S. E. 431. *Cf. Gulf, C. & S. F. Ry. Co.* v. *Hefley*, 158 U. S. 98. It is submitted that in the principal case also recovery should have been denied. Existing tariffs can be changed, under the statute, only by filing new schedules with the Commission. The scheduled rate to Bradford appeared to be $1.85. But the lawful rate to the place of consignment was still $2.25, though the name of the station had been changed, and its old name given to a station enjoying lower rates. The conclusion seems inevitable that the decision in substance compels the railroad to charge the complainant less than the lawful rate, in violation of the statute.

CARRIERS — DUTY TO TRANSPORT AND DELIVER — RIGHT OF CONSIGNOR TO SUE. — Lumber was sold and consigned to the purchaser. Title passed upon shipment, but, owing to the carrier's failure to transport by the stipulated route, the consignee refused to receive the goods. The consignor sues the carrier upon the contract of shipment. By statute all actions must be maintained by the real party in interest. *Held*, that the plaintiff cannot recover. *Warren & O. V. Ry. Co.* v. *Southern Lumber Co.*, 170 S. W. 998 (Ark.).

The weight of authority apparently holds that the consignor, as party to the contract of shipment, may sue thereon without showing any interest in the goods. *Blanchard* v. *Page*, 8 Gray (Mass.) 281; *Finn* v. *Western R. Co.*, 112 Mass. 524; *Carter* v. *Southern Ry. Co.*, 111 Ga. 38, 36 S. E. 308; *Dunlop* v. *Lambert*, 6 Cl. & F. 600. Not being the owner, however, he cannot sue in tort. *Wetzel* v. *Power*, 5 Mont. 214. See *Dawes* v. *Peck*, 8 T. R. 330. The consignee, also, if title has passed, may sue the carrier in contract in his own name upon the theory that the consignor contracted as his agent, or in tort for breach of duty. *Bank of Irvin* v. *American Express Co.*, 127 Ia. 1, 102 N. W. 107; *Dyer* v. *Great Northern Ry. Co.*, 51 Minn. 345, 53 N. W. 714. Some authorities, however, support the instant case in holding that the consignee alone can sue if the legal title is in him. *Union Pacific R. Co.* v. *Metcalf*, 50 Neb. 452, 69 N. W. 961; *Blum* v. *Caddo*, 1 Woods (U. S.) 64. See *Dawes* v. *Peck*, *supra*. But the statutory requirement that actions be brought in the name of the real party in interest is not generally held to preclude suit by the consignor, even though title be in the consignee. *Hooper* v. *Chicago & N. W. Ry. Co.*, 27 Wis. 81; *Southern Express Co.* v. *Craft*, 49 Miss. 480. *Contra*, *Union Pacific R. Co.* v. *Metcalf*, *supra*. It is submitted that the preferable view allows the consignor to recover. In the first place, it obviates the troublesome question of locating title, and thus conduces to simplicity. There is no hardship on the carrier, for recovery by the consignor bars an action by the owner. See *Carter* v. *Southern Ry. Co.*, *supra*. And the consignor is forced to hold the proceeds for the party actually entitled. See *Finn* v. *Western R. Co.*, *supra*. Then, too, since the consignor is primarily liable for freight, the carrier should be subject to a corresponding liability to him on the contract. See *Central R. Co. of N. J.* v. *MacCartney*, 68 N. J. L. 165, 52 Atl. 575; *Portland Flouring Mills Co.* v. *British & F. M. Ins. Co.*, 130 Fed. 860.

CARRIERS — LIMITATION OF LIABILITY — EFFECT OF NOTICE FILED WITH PUBLIC SERVICE COMMISSION. — The plaintiff checked her baggage on an intrastate journey without declaring its value. The defendant carrier had filed a notice with the Public Service Commission limiting its liability for baggage, in accordance with a state statute which provided that every carrier should be liable for the full value of baggage, but that value in excess of one hundred and fifty dollars should be declared, and excess charges paid. N. Y. CONSOL. LAWS, PUBLIC SERVICE LAW, § 38. The plaintiff had no knowledge of this regulation or of a similar limitation printed on the baggage check. *Held*, that the plain-