

conclusion that as the official receiver had taken up the position of a litigant and appeared and opposed the application for the exculpatory order the judge had jurisdiction to order him to pay the costs of that motion: see 129 Law Times Jour., p. 239.

LANDLORD AND TENANT—DISTRESS—EXEMPTION FROM DISTRESS—
 “GOODS COMPRISED IN HIRE PURCHASE AGREEMENT”—“POSSESSION ORDER OR DISPOSITION”—“REPUTED OWNERSHIP”—
 GOODS OF WIFE OF TENANT UNDER HIRE PURCHASE AGREEMENT
 —DISTRESS AMENDMENT ACT, 1908 (8 EDW. VII. c. 53), s. 4—
 (R.S.O., c. 170, s. 31).

Shenstone v. Freeman (1910) 2 K.B. 84. In this case the plaintiff sued for the wrongful seizure of goods in distress, on the ground that they were exempt under the Distress Amendment Act, 1908 (8 Edw. VII. c. 53), (see R.S.O., c. 170, s. 31). The goods in question consisted of a piano let by the plaintiffs to the wife of the tenant on a hire purchase agreement in consideration of monthly payments and subject to a condition that on default the plaintiffs might retake possession. At the date of the seizure the monthly payments were in arrear. The English Act, while exempting the property of third persons, provides that such exemption is not to extend to the goods belonging to the husband or wife of the tenant, nor to goods comprised in any bill of sale, hire purchase agreement, or settlement made by the tenant, nor to goods in the order and disposition of the tenant by consent of the true owner under such circumstances that the tenant is the reputed owner. The question, therefore, was, whether the piano was within the exception, and the Divisional Court held that it was not, the piano not being the property of the wife of the tenant, and not being held by the tenant under a hire purchase agreement made by him.

CARRIER—DANGEROUS GOODS—NEGLECT TO GIVE NOTICE TO CARRIER
 OF DANGEROUS CHARACTER OF GOODS TENDERED—IMPLIED WARRANTY THAT GOODS TENDERED FOR CARRIAGE ARE NOT DANGEROUS—DUTY OF CONSIGNOR.

Bamfield v. Goole & Sheffield Transport Co. (1910) 2 K.B. 94. This was an action brought by the plaintiff in her own right and also as administratrix of her deceased husband under the Fatal Accidents Act to recover damages personally to herself, and also pecuniary damages sustained by the death of her husband in the following circumstances. The husband was owner