

the contract the buyers make known that purpose to the sellers, who were coal agents, and relied on their skill and judgment. The action was tried before Lord Russell, C.J., who held that the evidence of what had taken place prior to the contract was admissible to raise the implied condition mentioned in sec. 14, and therefore there was by virtue of that section an implied warranty that the coals were fit for the purpose for which they were required. He also held that the contract for the sale of coals under a particular description known to the coal trade was not "a contract for the sale of a specified article under its patent or other trade name," within the meaning of the proviso to sec. 14. That, he says, is obviously intended to meet the case, not of the supply of what may be called raw commodities or materials, but manufactured articles—steam ploughs, or any form of invention which has a known name and is bought and sold under its own name, patented or otherwise.

SEQUESTRATION—MONEY HELD BY THIRD PERSON NOT PARTY TO THE ACTION—
JURISDICTION.

In *Craig v. Craig*, (1896) P. 171, a sequestration had issued in a divorce action against the co-respondent for the recovery of damages; and the sequestrators applied upon motion in the suit for an order compelling the trustees of the marriage settlement of the co-respondent to pay into Court the money in their hands belonging to him. The trustees disputed their liability to the co-respondent, and the jurisdiction of the Court to make the order, and Barnes, J., dismissed the application, holding that as the trustees were not parties to the suit, and disputed their liability, and the jurisdiction of the Court, the Court had no jurisdiction to determine the question upon motion. It may be noticed that the application was not made under the Rules relating to the attachment of debts, and the Judge was not asked to consider whether they could be used to enforce proceedings against the trustees.