

FIXTURES—MORTGAGE OF BUILDING AND FIXTURES—HIRING AGREEMENT—
CHAIRS SCREWED TO FLOOR OF PLACE OF ENTERTAINMENT—MORTGAGEE
IN POSSESSION - RIGHT OF OWNER TO REMOVE.

Lyon v. London City & Midland Bank (1903) 2 K.B. 135, was an action brought to recover certain chairs let by the plaintiffs for hire, and screwed to the floor of certain premises which were used as a place of entertainment. The agreement for hire provided that the plaintiffs should be at liberty to remove the chairs in default of payment of the hire. After the agreement had been made and the chairs affixed, the hirer mortgaged the premises with the fixtures to the defendants, and the mortgage being in default the defendants had taken possession. The question, therefore, was, were the chairs, fixtures and did they as such pass to the defendants as mortgagees. These questions Joyce, J., answered in the negative. The chairs, he holds, did not cease to be chattels by being screwed to the floor, as they were so affixed for a temporary purpose and not for the permanent improvement of the freehold: the property in them never passed to the mortgagee, and he was never in a position to convey them to his mortgagees. Judgment was, therefore, given in favour of the plaintiff.

SALE OF GOODS—IMPLIED WARRANTY—FITNESS OF GOODS FOR PARTICULAR PURPOSE—SALE OF GOODS ACT, 1893 (56 & 57 VICT., C. 71) S. 14, SUB-S. 1.

Priest v. Last (1903) 2 K.B. 148, is a case somewhat on the lines of *Clark v. Army and Navy Co-operation Society*, see ante p. 282. The facts were simple: The plaintiff, a draper, went to the defendant, a retail chemist, and asked for a hot water bottle. An article was shewn to him as such. He inquired whether it would stand boiling water, and the defendant told him it would stand hot water but not boiling water; the plaintiff then purchased it. Some days afterwards the bottle burst and the plaintiff's wife was in consequence scalded. The plaintiff sued for breach of an implied warranty that the article was fit for use as a hot water bottle. The jury found that the bottle when sold was not fit for use as a hot water bottle, and Walton, J., who tried the case, gave judgment for the plaintiff on the ground that the article was sold in the ordinary course of the defendant's trade, and the buyer relied on the defendant's skill and judgment, and there was an implied warranty on his part that it was reasonably fit for the purpose for which it was required; and his judgment was