date of the judgment, a receiver in a proper case will be appointed; if such income is not then due a receiver will not be appointed." The rule that the income of the settled estate must be actually due at the date of the judgment in order to be available by the creditor, and that all income accruing due subsequently is exempt from liability to satisfy the judgment, seems, with all deference, closely to border on the absurd, and it would be somewhat surprising if the House of Lords do not prick this legal bubble if it ever have the opportunity.

SALE OF GOODS—CONTRACT—WARRANTY—IMPLIED CONDITION OF FITNESS OF GOODS—EVIDENCE—SALE OF GOODS ACT, 1893 (56 & 57 VICT., C. 71) SEC. 14.

Gillespie v. *Cheney*, (1896) 2 Q.B. 59, is a case which turns upon the construction of one of that class of Acts which have lately been enacted in England with a view apparently of codifying the law by instalments. The Act in question is The Sale of Goods Act, 1893 (56 & 57 Vict., c. 71), in which the law relating to the sale of goods is codified, and which is an Act which might very properly be adopted in Ontario, together with the Partnership Act. These Acts do not for the most part enact any new law, but merely embody in a statutory form that which was already the law, as settled by judicial decisions, and hence a decision under the Act in question is applicable in Ontario. Sec. 14 of the Act enacts that where goods are supplied under a contract of sale and "the buyer expressly or by implication makes known to the seller the particular purpose for which the goods are required, so as to show that the buyer relies on the seller's skill and judgment, and the goods are of a description which it is in the course of the seller's business to supply (whether he be the manufacturer or not), there is an implied condition that the goods shall be reasonably fit for such purpose; provided that in the case of a contract for the sale of a specified article under its patent or other trade name, there is no implied condition as to its fitness for any particular purpose." The subject matter of the contract in question was coals supplied under a written contract containing no mention of any particular purpose for which they were required, though prior to the making of