

the company was entitled to carry on its business in the ordinary way, and its creditors entitled to obtain payment of their debts, which could not be interfered with by the debenture holder merely giving notice of his claim. It may be remarked that the express point decided does not appear to have been covered by any previous decision.

SALE OF GOODS—DELIVERY OF GOODS NOT ACCORDING TO CONTRACT
—RESALE BY PURCHASER—CONDITION—WARRANTY—CON-
TRACT NEGATING WARRANTY.

Wallis v. Pratt (1910) 2 K.B. 1003. This is another action for breach of contract of sale of goods. The goods purchased were described as "common English sanfoin," the contract, however, expressly provided that "the sellers give no warranty express or implied as to growth, description or other matters." Seed equal to sample was delivered under the contract, and part of it was resold by the plaintiffs as "common English sanfoin." The sample and the seed delivered were not in fact "English sanfoin," but giant sanfoin, an inferior quality, but the difference could not be discovered until the seed had been sown and had come up. The plaintiffs reasonably and properly settled a claim for damages brought against them by their sub-purchaser, and now claimed to recover from the defendants the amount so paid. Bray, J., on a special case stated by an arbitrator, held that the defendants were liable, but the majority of the Court of Appeal (Williams and Farwell, L.JJ.) held that the plaintiffs having accepted and resold the seed had put it out of their power to treat the description of the goods sold as a condition, on a breach of which they were entitled to reject the goods, and could therefore only treat it as a warranty the breach of which would ordinarily entitle a purchaser to damages; but they were debarred from that relief by the condition excluding any warranty on the defendants' part. Moulton, L.J., dissented on the ground that by the terms of the contract the defendants were bound to deliver English sanfoin, which they had not done, and had therefore committed a breach of the contract for which the plaintiffs were entitled to damages.

PRACTICE—REPRESENTATIVE ACTION—ACTION BY SOME SHIPPERS
OF GOODS ON A GENERAL SHIP, ON BEHALF OF THEMSELVES AND
OTHER SHIPPERS—"PERSONS HAVING THE SAME INTEREST IN
THE CAUSE OR MATTER"—RULE 131—(ONT. RULE 200).

Markt v. Knight SS. Co. (1910) 2 K.B. 1021. This was an action brought by some of the shippers of goods on a general