

referred to, had also a collateral mortgage on other property. This latter property had with the concurrence of the mortgagor, been sold, and the plaintiff had released it from his mortgage and taken a new mortgage from the purchaser, and it was held that this transaction did not disentitle him to enforce his first mentioned mortgage. The learned judge on this point said: "It was argued that this transaction was in derogation of the rights of the defendants, Farrar and Whitley, to compel the plaintiff to marshal his securities in their favour. . . . The equitable right of marshalling has never been held to prevent a prior mortgagee from realizing his securities in such manner and order as he thinks fit."

ALTERATION—CORPORATION—WARRANTY GIVEN BY CORPORATION—"REASON TO BELIEVE"—"PERSON"—LIABILITY OF CORPORATION FOR FALSE WARRANTY.

Chambers v. Freeth (1911) 2 K. B. 832. In this case the defendants, a corporation, were prosecuted for having sold milk with a false warranty that it was pure when in fact it was not. The prosecution was under a statute which provided that a person giving a false warranty should be liable to a penalty unless he proves that when he gave the warranty he had reason to believe that the statements or descriptions therein were true. The magistrate before whom the information was laid, held that as a corporation could not believe it was incapable of committing the offence; but the Divisional Court (Lord Alverstone, C. J., and Pickford and Lush, JJ.) held that this was too narrow a construction of the Act, and that if a corporation is capable of giving a warranty, it is liable to the penalty if it is false; and as there is no reason why a corporation cannot give a warranty through its agents, so there is no reason why, through its agents, it cannot believe or not believe in its truth or falsity.

TRESPASS—JUSTIFICATION—ACT DONE IN PRESERVATION OF TRESPASSER'S PROPERTY—ACTUAL NECESSITY—REASONABLE ACT.

In *Cope v. Sharpe* (1911) 2 K. B. 837, on a former report of this case (1910) 1 K. B. 168 (noted ante, vol. 46, p. 171), a new trial was ordered. The facts were that the defendant in order to protect his master's shooting rights, for the purpose of staying the spread of fire over the land over which the rights existed, had set fire to patches of heather at some considerable distance from the main fire. The plaintiff, the owner of the land, claimed that this act amounted to a trespass. On the new trial of the action the jury made two apparently inconsistent findings. It found that the act of the defendant was not necessary for the protection of his master's property, and they also found that in the circum-