

REVIEW OF CURRENT ENGLISH CASES.

(Registered in accordance with the Copyright Act.)

NEGLIGENCE — UNBROKEN COLT LOOSE ON HIGHWAY AT NIGHT — INJURY TO PERSON USING HIGHWAY.

Turner v. Coates (1917) 1 K.B. 670. This was an action to recover damages for injuries sustained by the plaintiff on a public highway in the following circumstances. The plaintiff was travelling on the highway at night on a bicycle on which she carried a light, and she was on the proper side of the road. The defendant's unbroken colt was loose on the highway and ran against the plaintiff so that she fell off her wheel and was injured. The defendant intended that the colt should follow a boy who was walking in front leading a mare, but the colt not being under any control did not carry out his intention. The County Court Judge who tried the action held that the defendant was guilty of negligence and liable in damages for the injury in question, and the Divisional Court (Lush, and Bailhache, JJ.), affirmed his decision.

CONTRACT—SALE OF GOODS—SOLD NOTE — CONDITION — ASSENT OF BUYER—CONDITION, WHEN NOT BINDING.

Roe v. Naylor (1917) 1 K.B. 712. This was an action for breach of a contract for the sale of timber. The sale had been made by an agent and a sold note delivered to the plaintiffs, the buyers, which contained on the left hand side the following words: "Goods are sold subject to their being on hand, and at liberty, when the order reaches the head office." When this particular order reached the head office it was found that the timber had been previously sold, and was consequently not on hand, and the defendants relied on the condition as exonerating them from the performance of the contract. The County Court Judge who tried the action gave judgment for the plaintiff, but the Divisional Court (Bailhache, and Atkin, JJ.), ordered a new trial, being of the opinion that it was a question of fact whether or not the clause in question was so printed that an ordinary careful business man reading the document with reasonable care might miss it, and that unless that was so, the condition would be binding; and that the County Court Judge had not directed his mind to the proper question, he being of opinion that it was