

legally saleable in the market for which they are intended. See Sale of Goods Act, 1920 (Ont.), Sec. 16, (b).

Mandamus—Contempt of court—Municipal council.

The King v. Council of Metropolitan Borough of Poplar, Ex parte London County Council, Ex parte Managers of Metropolitan Asylum District, 1922, 1 K.B. 95, (Court of Appeal). A corporation which is a notional body, cannot be attached for disobedience to a writ of mandamus issued against it. If it is sought to attach individual members of the corporation for disobedience to the writ of mandamus, their names should be inserted in the rule nisi, and it should be served on each of the members so named personally, together with a copy of an affidavit specifying the nature of the contempt with which he is charged.

Sale of goods—Engine affixed to freehold.

Underwood Limited v. Burgh Castle Brick and Cement Syndicate, 1922, 1 K. B. 123, (Rowlatt J.). An engine affixed to a vendor's premises is not in a deliverable state. It is not even a chattel, until the vendor has exercised his right to sever. Consequently the property in it does not pass at the time a contract for sale is made. See Sale of Goods Act, 1920 (Ont.) Sec. 20, (a) and (b).

Carrier—Exemptions from liability—Diversion from prescribed route.

Neilson v. London & North Western Railway Company, 1922, 1 K.B. 192 (Court of Appeal). Where a carrier has exempted himself from his common law liability in a contract which has reference to conveyance by a prescribed route alone, and the goods have been diverted by him from the prescribed route, they cease to be covered by the contract, and by the exceptions which it contains.

Landlord and tenant—Covenant against sub-letting.

Commissioners of Works v. Hull, 1922, 1 K.B. 205. (Appeal from Greenwich County Court.) A tenant in breach of a covenant not to sub-let or assign without the landlord's permission, assigned his tenancy and subsequently disappeared. An action against the assignee of the tenancy to eject him as a trespasser is a sufficient indication by the landlord of his intention to exercise his option to forfeit the tenancy for breach of the covenants, and the tenancy of the original lessee and of the assignee is thereby determined.