

that the defendants were negligent in not taking steps to stop further accidents, and Wills, J., who tried the action, gave judgment for the plaintiff. On appeal the judgment was affirmed by the Court of Appeal (Collins, M.R., Romer, and Mathew, L.J.J.). The defendants relied on one of their rules which provided that "no warranties were given with the goods sold by the society except on the written authority of one of the managing directors or the assistant manager," and that the female plaintiff bought the goods subject to that rule. But the Court of Appeal held that even if the rule overrode the provisions of s. 14, sub-s. 1, of the Sale of Goods Act, whereby the seller impliedly warrants the fitness of goods sold for a particular purpose, which Collins, M.R., and Romer, L.J., were inclined to think it did not, yet that the defendants had been guilty of negligence in not giving warning to the purchaser of the tin in question of the danger to be incurred in opening it.

PRACTICE—SOLICITOR AND CLIENT—SOLICITOR ACTING AS PARLIAMENTARY AGENT COSTS INCURRED AS PARLIAMENTARY AGENT TAXATION.

In re Baker (1903) 1 K.B. 189. Solicitors who had acted solely as parliamentary agents delivered a bill of their costs, and on the application of the clients under the Solicitor's Act an order was made referring it to a master for taxation. By two Acts the costs of parliamentary agents are regulated and provisions made for their taxation, and the solicitors contended that it was only under those Acts the taxation could be had, and the Court of Appeal (Collins, M.R., and Romer, L.J.) so held, and reversed the order of Ridley, J.

LANDLORD AND TENANT—COVENANT NOT TO MAKE ALTERATIONS IN DEMISED PREMISES—ERECTION OF CLOCK OUTSIDE DEMISED PREMISES—TRADE SIGN.

Bickmore v. Dimmer (1903) 1 Ch. 158, was an action by a lessor for a mandatory injunction to compel a tenant to remove a clock erected on the outer wall of the demised premises as an advertisement for his business, such erection being alleged to be a breach of a covenant not to make alterations in the demised premises without the written consent of the lessor. Farwell, J., granted the injunction, but the Court of Appeal (Williams, Stirling, and Cozens-Hardy, L.J.J.) reversed his decision, and held that the plaintiff was not entitled to succeed, on the ground that the erection of the clock was not an 'alteration' within the meaning of the covenant.