

### REVIEW OF CURRENT ENGLISH CASES.

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#### MUNICIPAL BODY—CONTRACT FOR DISCHARGE OF PUBLIC DUTY— CONTRACTORS' NEGLIGENCE—LIABILITY OF EMPLOYER FOR NEGLIGENCE OF CONTRACTOR.

In *Robinson v. Beaconsfield District Council* (1911) 2 Ch. 188 the defendants, a municipal body, had undertaken, under their statutory powers, the cleaning of cesspools in the district subject to its control. For the purpose of carrying out the job they made a contract with one Hawke to empty the cesspools and cart away the contents, but made no provision as to where they were to be deposited. The contractor deposited them on the land of the plaintiff, thereby creating a nuisance and damage to the plaintiff, and the question was whether the defendants were liable for the damage thus occasioned. Joyce, J., held that they were liable, and the Court of Appeal (Cozens-Hardy, M.R., and Buckley and Kennedy, L.J.J.) affirmed his decision. The court held that the municipal body was under a liability not only to provide for the removal, but also for the proper disposal of the sewage; because, after its removal from the cesspools it was their property, and they were responsible for its proper disposition.

#### MORTGAGE TO SECURE DEBENTURES—FLOATING CHARGE—ASSIGNMENT—PRIORITY—NOTICE.

*Re Ind, Coope & Co., Fisher v. The Company* (1911) 2 Ch. 223. This was a contest between parties claiming certain assets of a company under a mortgage which created a floating charge, and others claiming under a specific assignment of certain debts made subsequent to the floating charge. The facts being, that a company issued debenture stock secured by a mortgage of certain specified leaseholds and which also created a floating charge on all its assets. Subsequent to the creation of this charge it assigned to Wilde & Honnibal certain book debts, and rents in arrear in respect of leases, some of which were specifically included in the mortgage to secure the debenture stock, and also certain drawbacks due from the government. Wilde & Honnibal gave notice of their assignment to the tenants, but not to the government. A receiver and manager having been appointed at