
 ENGLISH CASES.

 EDITORIAL REVIEW OF CURRENT ENGLISH
 DECISIONS.

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POLICY—MORTGAGE—NOTICE—PRIORITY.

In re Lake (1903) 1 K.B. 151, was a conflict between two mortgagees of the same policies of insurance as to which was entitled to priority. The facts were that a solicitor being indebted to a client executed a mortgage of the policies in his favour, but did not inform the client of the existence of the mortgage, nor give notice thereof to the insurance offices. Subsequently being indebted to another client, he made a second mortgage of the same policies to a clerk in his office as a trustee for this other client, but did not disclose the existence of the first mortgage. Notice was duly given to the insurance offices of the second mortgage. On the subsequent bankruptcy of the solicitor the first mortgage was discovered. On this state of facts Wright, J., held that there was nothing to take the case out of the ordinary rule that in the case of a double assignment of a chose in action the assignee who first gives notice to the debtor is entitled to priority.

SALE OF GOODS—NEGLIGENCE—DANGEROUS ARTICLE—KNOWLEDGE OF VENDOR
—DUTY OF VENDOR TO PURCHASER—WARRANTY OF FITNESS.

Clarke v Army and Navy Cooperative Society (1903) 1 K.B. 155. The action was by husband and wife; the female plaintiff was the purchaser not of a weapon of offence but a supposed to be harmless disinfectant called chlorinated lime done up in a tin. It appeared that tins of the same compound had been previously sold by the defendants to other customers and they had been informed by two persons that accidents had taken place in opening the tins. The defendants' manager gave instructions to his assistants that a warning should be given to purchasers of similar tins of the necessity of care in opening them, but despite these instructions a tin was sold to the female plaintiff without any such warning, and in opening it some of the contents flew up into her eyes, occasioning the injury for which the action was brought. The jury found that the tins were badly constructed and conducive to danger, and