

HIRE-PURCHASE AGREEMENT—OPTION TO PURCHASE—SALE BY
HIRER—REPUDIATION OF AGREEMENT—DETINUE—CONVERSION
—DAMAGES.

Whiteley v. Hill (1918) 2 K.B. 115. This was an appeal from a County Court. The facts were simple. The plaintiffs let a piano on the terms of a hire-purchase agreement to a Miss Nolan. By the terms of the agreement Miss Nolan had an option to purchase the piano by instalments, but was to remain a bailee until all the instalments were paid. She had the right at any time to terminate the agreement by returning the piano to the plaintiff. Miss Nolan paid several instalments of purchase money, but before all were paid she sold the piano to the defendant, who purchased innocently and without any notice of the hire-purchase agreement, Miss Nolan at the time of sale having made a false statutory declaration that the piano was her property. The defendant having refused to deliver up the piano to the plaintiffs she was sued for detinue and alternatively for conversion. The defendant paid into Court a sum sufficient to cover the unpaid instalments of the purchase money, and the County Court Judge held that that sum was sufficient to satisfy the plaintiffs' claim and gave judgment for the defendant, but a Divisional Court (Salter and Roche, JJ.) held that the sale by Miss Nolan, whereby she intended to pass the whole property in the piano without reference to the agreement, amounted in law to a repudiation by her of the agreement, and therefore she had no right in the chattel which she could legally transfer, and, therefore, that the plaintiffs were entitled to a return of the piano, or its full value.

CONTRACT—BUILDING CONTRACT—EXTRAS—WRITTEN ORDER OF
ENGINEER—CONDITION PRECEDENT—DISPUTES ARISING OUT
OF CONTRACT—ARBITRATION—POWER OF ARBITRATORS—USER
OF RAILWAY—LIABILITY FOR TAXES.

In re Nott & Cardiff (1918) 2 K.B. 146. This was an appeal from the order of Bray, J., made on an appeal from the award of an arbitrator, on two points. The arbitration took place under a contract for the building of a reservoir which provided that the contractors were not to be liable to pay for extras unless instructions for them was given by the written order of the engineer. The first question was whether the arbitrators had any power to dispense with the written order of the engineer for extras. Bray, J., held that they had; but the majority of the Court of Appeal (Pickford, L.J., and Neville, J.) held that they had not (Bankes, L.J., dissenting). The contract also provided that the contractors