

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH
DECISIONS.

(Registered in accordance with the Copyright Act.)

**CONTRACT FOR CONSTRUCTION OF WORKS—PLANT AND MATERIALS TO BE
PROPERTY OF OWNER.**

In *Hart v. Porthgairn Harbour Co.* (1903), 1 Ch. 690, the effect of a clause in a building contract, providing that the whole of the plant and materials brought on the ground by the contractor was to be the property of the owners for whom the buildings were to be erected, was under consideration. In this case the contractor who had contracted with the defendants to build a harbour, had mortgaged the materials and plant brought on the ground for the purposes of the work to the plaintiff; the contractor had been adjudicated bankrupt, and failed to complete the contract. All payments due to the contractor up to the time of his quitting the job had been paid, but the defendants had been unable, from lack of funds, to complete the work. The plaintiff, as mortgagee, claimed to be entitled to the plant and materials notwithstanding the clause in the building contract declaring them to be the property of the defendants. Farwell, J., was of opinion that the contractor having failed to complete the contract his mortgage was not entitled to the plant and materials, they being a security to the defendants for the performance of the work, and the fact that the defendants had not completed the works made no difference.

**VOLUNTARY SETTLEMENT—ASSIGNMENT OF EXPECTANCY—ENFORCING VOLUN-
TARY ASSIGNMENT OF EXPECTANCY.**

In *re Ellenborough, Law v. Burne* (1903), 1 Ch. 697, a lady having a spes successionis, made a voluntary settlement of her expectancy by deed whereby she granted to trustees the real and personal estate to which she might possibly become entitled under the wills, or through the dying intestate of certain named persons. The persons having died and property having devolved upon her in consequence, she now applied to the court on summons to have it determined whether she was bound by the settlement to transfer the property to the trustees. Buckley, J., having ruled that the