

GOODS, SALE OF—PASSING OF PROPERTY UNDER UNENFORCEABLE CONTRACT—
SALE OF GOODS ACT, 1893 (56 & 57 VICT., C. 71) s. 4, SUB-S. 1—STATUTE OF
FRAUDS, s. 16 (commonly called s. 17).

Taylor v. Great Eastern Ry. Co. (1901) 1 Q.B. 774, appears to be reported not for the point actually decided, but rather for the expression of opinion, which appears to be obiter, of Bigham, J., as to the legal effect of a contract for the sale of goods which does not comply with the Sale of Goods Act, s. 4, sub-s. 1. That subsection is in effect a reproduction of the Statute of Frauds, s. 16 (otherwise called s. 17), but with this variation, the Statute of Frauds provided that "no contract . . . shall be allowed;" the Sale of Goods Act says: "a contract for the sale of goods . . . shall not be enforceable by action." Bigham, J., does not say whether or not he considers the expressions "no contract shall be allowed," and "no contract shall be enforceable by action" are equivalent terms, as was argued by the defendants, but he does say, that although a contract may not comply with the above-mentioned section of the Sale of Goods Act, it may, nevertheless, be valid to pass the property in the goods to the purchaser. But, as has been already remarked, this was not necessary for the decision of the case, as he found there had, in fact, been an acceptance of the goods by the purchaser sufficient to satisfy the statute. The facts of the case were briefly as follows: In October Barnard Bros. sold to Saunders a quantity of barley which they shipped to him by the defendants' railway, and on 24th October Barnard Bros. gave defendants an order to transfer it to Saunders and he was notified of the arrival of the barley, and tried to sell it, but he never inspected the barley, nor sampled the bulk. Towards the end of November following Saunders became bankrupt, and the plaintiff was his assignee, and on 30th November Barnard Bros., as unpaid vendors, claimed to stop the goods in transitu, and demanded the barley from the defendants, who gave it up to them. The plaintiff then sued them for conversion, and it was held he was entitled to recover.

WILL—CONSTRUCTION—SPECIFIC CLAUSE—RESIDUARY DEVISE—LAPSED DEVISE
—WILLS ACT (1 VICT. C. 26), s. 25—(R.S.O. C. 128, s. 27).

In re Mason Ogden v. Mason (1901) 1 Ch. 619. The decision of Kekewich, J. (1900) 2 Ch. 196 (noted ante vol. 36, p. 625) has been reversed by the Court of Appeal (Rigby, Williams and Stirling, L.JJ.), the first impression of Kekewich, J., turning out to be the