

HIRE-PURCHASE AGREEMENT — CONTRACT BY HIRER TO KEEP
HIRED CHATTEL IN REPAIR—CHATTEL SENT TO REPAIRER—
LIEN OF REPAIRER ON CHATTEL AS AGAINST OWNER FOR COST
OF REPAIRS.

Green v. All Motors (1917) 1 K.B. 625. In this case the plaintiff let a motor car to a person on a hire-purchase agreement, the hirer agreeing to keep the car in repair. The car needed repair and was sent by the hirer to the defendants for repair. After the car was sent to the defendants for repair and before the contract for repairs was made, default was made in the payment of an instalment under the hire-purchase agreement. The plaintiff did not terminate the agreement until after the repairs were commenced, when he demanded the car from the defendants, but did not tender the amount then due for the cost of the repairs. The defendants refused to deliver up the car, and subsequently completed the repairs, for the cost of which they claimed a lien on the car as against the plaintiff who brought the action to recover possession. Lush, J., who tried the action held that, in the circumstances, the defendants were entitled to the lien claimed, and his judgment was affirmed by the Court of Appeal (Eady, Bankes, and Scrutton, L.JJ.).

HUSBAND AND WIFE—MIXED MARRIAGE—ENGLISH MARRIAGE OF
MAHOMEDAN DOMICILED IN INDIA WITH CHRISTIAN WOMAN—
DISSOLUTION OF MARRIAGE—"WRITING OF DIVorcEMENT."

The King v. Superintendent Registrar, Etc. (1917) 1 K.B. 634. This was an application for a mandamus to the registrar of marriages to compel him to issue a marriage license to the applicant. It appeared that the applicant, a Mahomedan domiciled in India, had in March, 1913, married a Christian woman in England, she had in 1913 deserted him, and had since refused to live with him. He had instituted proceedings in India and obtained a decree for the restitution of conjugal rights, which she refused to obey, and she had subsequently instituted proceedings in England for a divorce on the ground of cruelty, which proceedings were dismissed for want of prosecution. The applicant thereupon assumed to divorce his wife according to the rites of the Mahomedan religion, which divorce he claimed was effectual and entitled him to marry again in England. In order to ascertain his position the applicant had instituted proceedings in the Probate and Divorce Division for a decree declaring