

REVIEW OF CURRENT ENGLISH CASES.

(Registered in accordance with the Copyright Act.)

SALE OF GOODS—CONTRACT FOR DELIVERY WITHIN A REASONABLE TIME—ANTICIPATORY BREACH—MEASURE OF DAMAGES—SALE OF GOODS ACT, 1893 (56-57 VICT. c. 71), s. 51 (3)—(10-11 GEO. 5 c. 40, s. 52 (3) ONT.).

Millett v. Van Heek (1920) 3 K.B. 535. This was an appeal from a Referee on the question of the measure of damages where the contract was for delivery of goods within a reasonable time after the removal of an embargo. Before the embargo was removed the defendants repudiated the contract and refused to be any longer bound thereby. Before the embargo was removed the plaintiff commenced these proceedings for the recovery of damages for breach of the contract. The Referee assessed the damages on the basis of the difference in price between the market and the contract price of the goods on the date of the letter of repudiation. A Divisional Court (Bray and Sankey, JJ.), held that the contract was not one for delivery within a fixed time and therefore was not within the Sale of Goods Act, 1893, s. 51 (3), (10-11 Geo. 5 c. 40, s. 52 (3) Ont.), and that that section did not apply to the case; nor does it apply where, as in this case, there is an anticipatory breach: but that the case was governed by s. 51 (2), (52 (2) of Ont. Act): and that the measure of damages was the difference between contract and market price at the date when each delivery should have been made, unless it could be shewn that the plaintiff's could have minimised the loss by entering into a forward contract on the date when the repudiation was accepted.

STATUTORY REGULATION—CONSTRUCTION—FORFEITURE—MONEY —"GOODS."

Rex v. Dickinson (1920) 3 K.B. 552. In this case the motion was to quash a conviction of forfeiture, for the breach of certain regulations made pursuant to a statute. The regulation in question forbade certain acts involving the use of gold coins other than for currency, and provided that, on breach, the offender in addition to being subject to fine and imprisonment, should also forfeit any "goods" in respect of which the offence had been committed: and the question for the Court was whether the gold coins in respect of which the offence had been committed were "goods" within the meaning of the regulation. A Divisional Court (Bray and Sankey, JJ.) held that they were.