

The Court of Appeal (Collins, M.R., and Williams, Romer, Cozens-Hardy, Moulton, and Farwell, L.JJ.), were of the opinion that the order was merely interlocutory. The Court declined to lay down any general rule as to what orders are final and what interlocutory considering that should be done by rule of Court.

SALE OF GOODS—SALE OR RETURN—SALE FOR CASH ONLY—PASSING OF PROPERTY—"ACT ADOPTING THE TRANSACTING"—SALE OF GOODS ACT, 1908 (56 & 57 VICT. c. 71) s. 18(4).

In *Weiner v. Gill* (1906) 2 K.B. 574 the Court of Appeal (Lord Alverstone, C.J., and Barnes, P.P.D., and Farwell, L.J.), have affirmed the decision of Bray, J. (1905) 2 K.B. 172 (noted, ante, vol. 41, p. 717). It may be remembered that the plaintiff, a manufacturing jeweller, delivered jewellery to Huhn, a retail jeweller, on the terms of a written memorandum: "On approbation. On sale for cash only or return. Goods had on approbation to remain the property of (the plaintiff) until such goods are settled for, or charged." Huhn being informed by one Longman that he had a customer who might buy the goods entrusted then to Longman upon the terms of his paying cash therefor or returning them in a few days. Longman did neither, but fraudulently pledged the goods with the defendant from whom the plaintiff claimed to recover them. The Court of Appeal agreed with Bray, J., that the goods were not delivered to Huhn "on approval or on sale or return or other similar terms," within the meaning of the Sale of Goods Act, s. 18 (4), but that the terms of the memorandum shewed that the property was to remain in the plaintiffs until Huhn either paid for the goods or was debited by the plaintiff with the price of them, and that the delivery by Huhn to Longman was not "an adopting of the transaction" within the meaning of the Act so as to pass the property to him contrary to the express terms of the memorandum, and consequently that the property in the goods remained in the plaintiff, and he was entitled to recover them from the defendant the pledgee thereof.

TRADE UNION—BENEFITS DURING SICKNESS—INSANITY OF MEMBER—ALTERATION OF RULES AS TO BENEFITS DURING INSANITY OF MEMBER—ALTERATION OF RULES—JURISDICTION—TRADE UNION ACT, 1871 (34 AND 35 VICT. c. 31), s. 4(3)—(R.S.C. c. 131, s. 4).

*Buri v. Amalgamated Society of Dyers* (1906) 2 K.B. 583