

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH
DECISIONS.

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HIRE AND PURCHASE AGREEMENT—CONVEYANCE OF CHATTELS ABSOLUTE IN FORM, INTENDED AS SECURITY—NON-REGISTRATION UNDER BILLS OF SALES ACT—BILLS OF SALES ACT (1878) 41 & 42 VICT., C. 36, S. 4—BILLS OF SALES ACT, 1882, (45 & 46 VICT., C. 43) SS. 3, 9.

Mellor v. Maas, (1903) 1 K.B. 226, is a decision of the Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.) affirming the judgment of Wright, J., (1902) 1 K.B. 137 (noted ante vol. 38, p. 262). The facts were briefly as follows: The defendant Maas advanced £2,000 to one Mellor, who was purchasing a hotel and furniture, and took by way of security an absolute conveyance of the furniture from Mellor's vendor, and Maas then purported to sell the chattels to Mellor on a hire purchase agreement for £2,412.16, payable in instalments. This agreement was in the usual form and included a license to seize. It was not registered under the Bills of Sales Act. Mellor became bankrupt and his trustee in bankruptcy claimed the chattels on the ground that they were merely a security to Maas for a loan and the security was void for want of registration. Wright, J., upheld this contention, and his decision, as already said, is affirmed by the Court of Appeal, mainly on the ground that it was simply a question of fact as to what the real transaction between the parties, and with the judge's finding on that point there was no ground for the Court to interfere.

DAMAGES—NEGLIGENCE OF ARCHITECT IN PREPARING PLANS—NOMINAL DAMAGE.

Columbus Co. v. Clowes, (1903) 1 K.B. 244, is a curious case. The action was brought to recover damages against the defendant, an architect, for negligence in preparing plans. The alleged negligence consisted in his omitting to measure the site on which the proposed building was to be erected, and acting on the assumption that the site was smaller than it was in fact. The plaintiffs paid for the plans, and employed a person to take out the quantities, but, having failed to raise money to erect the proposed building, the