

which it could pass was when the machine was accepted by the purchaser.

Section 35 of the Act enacts, "The buyer is deemed to have accepted the goods when he intimates to the seller that he has accepted them, or when the goods have been delivered to him, and he does any act in relation to them which is inconsistent with the ownership of the seller, or when, after the lapse of a reasonable time, he retains the goods without intimating to the seller that he has rejected them."

And the Court held that there had never been an acceptance of the goods.

**CONTRACT—PRINCIPAL AND AGENT—UNDISCLOSED PRINCIPAL—RATIFICATION—
SALE OF GOODS.**

Durant v. Roberts (1900) 1 Q.B. 629, is a very interesting case on the law of contracts, and is remarkable for the strong and emphatic difference of opinion on the point in question in the case between Smith, L.J., on the one hand and Collins and Romer L.JJ., on the other. The point in controversy is one that one would assume must long ago have been settled by judicial decision. And so Smith, L.J., considers to be the fact, whereas the other members of the Court of Appeal are equally clear that the point is not covered by any previous authority, and was open for decision. The facts were very simple: One Roberts had contracted to buy a quantity of wheat from the plaintiffs; he did not profess to be acting for anyone but himself, but he had it in his mind that a firm of Keighley, Moxsted & Co. would join him in the venture, and on their being subsequently informed of the contract they said that they thought Roberts had agreed to give too much, but that they thought the wheat worth the price, and told him to take it. On this evidence the vendors, who were plaintiffs suing for the price, claimed to recover against Keighley, Moxsted & Co. Day, J., who tried the case, was of opinion that as Roberts, when he entered into the contract, did not profess to be acting on behalf of any principal, there could be no ratification by Keighley, Moxsted & Co. of the contract, and he therefore directed a verdict in their favour. With this view Smith, L.J., agreed, and, after an elaborate review of the cases, claims that it has the support of such eminent judges as Lords Wensleydale and Cairns; Tindal, Erle and Cockburn, C.JJ.; Brett and Bowen, L.JJ.; Rolfe, Parke, Wilde, Martin, and