

SALE OF GOODS—MARKET OVERT—CUSTOM OF CITY OF LONDON—
SHOP—AUCTION ROOM—TROVER—DEMAND AND REFUSAL BE-
FORE WRIT.

In *Clayton v. Le Roy* (1911) 2 K.B. 1031, the facts were somewhat strange and peculiar. The defendants had sold to the plaintiff a watch, which was subsequently stolen and the defendant was informed of the theft. Later the watch was sold at auction with a number of other unredeemed pawnbroker's pledges. The sale took place on the first floor of a building in the city of London in a room used solely for auction sales of all classes of goods. Shortly afterwards the watch was purchased at a jeweller's shop in the country by a Mr. Burnett, who sent it to the defendant for an opinion as to whether it was a genuine antique watch. The defendant wrote to Burnett informing him that the watch had been stolen, and also to the plaintiff, and inquired as to their wishes in the matter. No answer was sent by the plaintiff, but a few days afterwards the plaintiff's solicitors' clerk called on the defendant, and on being shewn the watch demanded that it should be then and there given up to him for the plaintiff, and on the defendant's refusal to give it up, served him with the writ of summons in the action in detinue which had been issued two hours previously. Scrutton, J., who tried the action held that the auction room was not a market overt within the meaning of the custom of the city of London whereby each shop where goods are usually sold in the city is deemed a market overt; and he gave judgment for the plaintiff. But the Court of Appeal (Williams, Moulton, and Farwell, L.JJ.), without deciding the question of market overt, held (Williams, L.J., dissenting) that there had been no wrongful refusal on the part of the defendant to return the watch before the issue of the writ, and consequently the plaintiff had no cause of action either in detinue or trover.

CONTRACT FOR SERVICE FOR PERIOD EXCEEDING A YEAR—PROVISION
FOR DETERMINATION OF CONTRACT WITHIN A YEAR ON NOTICE—
STATUTE OF FRAUDS (29 CAR. II. c. 3), s. 4—(R.S.O. c. 338,
s. 5).

Hanan v. Ehrlich (1911) 2 K.B. 1056. This was a case stated by an arbitrator and the question for decision was whether a contract of service or employment for two years, subject to a provision enabling either party to terminate it at any time on giving six months' notice, was one that was required to be in writing.