can evade the wholesome restraints which the rules of equity have imposed upon mortgagees. The action was brought for trespass to the plaintiff's goods, and arose in the following way: The plaintiff was in difficulties and unable to pay his rent; he applied to the defendants for an advance upon a chattel mortgage. They recommended him not to give a mortgage but to get his landlord to put in a friendly distress, under which they would buy in the goods, and then give him the right to repurchase them. The terms on which the repurchase was to be allowed were not then named. The distress was made and the defendants bought the goods for £29 15s., and on the plaintiff going the next day to complete the hire and repurchase, he found that the terms the defendants fixed involved his repaying them £50; this, after expostulation, he submitted to do. He was unable to pay the £50 as stipulated, and the defendants seized and sold the goods under the hire and purchase agreement, and for so doing the action was brought. For the plaintiff it was contended that the hire and purchase agreement was in effect a chattel mortgage, and was void for non-registration under the Bills of Sale Act; but Cave, J., held that it was a hire and purchase agreement and not within the Act, and the action was therefore dismissed. We are not altogether satisfied with the view the learned Judge took. He appears to have considered that because the defendants could not, after they became the purchasers of the goods, have compelled the plaintiff to repay the advance, that therefore the defendants became the absolute owners of the goods; whereas it seems to us that the purchase having been made under the circumstances it was, the plaintiff, whether he could have been compelled to repay the advance or not, had nevertheless a clear equity of redemption, and that in equity the transaction really was a mortgage. Under the Ontario Act (R.S.O., c. 125), it is almost needless to point out, that even if the transaction amounted to a chattel mortgage, its non-registration could not be set up by the mortgagor, but only by his creditors or subsequent purchasers, or mortgagees, in good faith.

SHIP—BILL OF LADING—CHARTER PARTY—DEMURRAGE—FIXED NUMBER OF LAY-DAYS—DELAY OCCASIONED BY STRIKE—INABILITY TO PERFORM SHIP'S SHARE OF UNLOADING.

In *Budgett* v. *Binnington* (1891), 1 Q.B., 35, the plaintiffs, who were indorsers of a bill of lading, claimed to recover from the defendants, who were ship-owners, a sum of money paid by the plaintiffs, under protest, for demurrage. The cargo was shipped under a bill of lading incorporating a clause of the charter party, which fixed the number of lay-days for unloading and allowed other days for demurrage. Neither the bill of lading nor the charter party contained any exception of delays caused by strikes. By the custom of the port of discharge, the cargo was required to be discharged by the joint act of the ship-owner and the consignees. During the lay-days a strike took place, both among the laborers employed by the stevedore of the ship-owners and by the consignees, so that the unloading ceased and could not be resumed until after the expiration of the lay-days. The plaintiffs claimed that the ship-owners were themselves unable to perform their part of the unloading, and they were therefore not entitled to charge demurrage for the period they were in default. The