

and of the tenant for life, all of his next of kin were disqualified either by surname, or descent from Ambrose Bulcock, consequently there were none of the real next of kin qualified to take. But at the death of the tenant for life there were blood relations of the testator alive named Bulcock, being grandsons of paternal uncles of the testator. Peterson, J., who heard the application, held that the effect of the will was to create an artificial class, to consist of persons living at the death of the tenant for life, who were related to the testator, bore the name of Bulcock, and were not descendants of Ambrose, and that of the persons so ascertained, the nearest in blood to the testator were entitled.

CONTRACT—SALE OF ARTICLE BY SUB-CONTRACTOR TO BE ERECTED ON PREMISES OF PURCHASER FROM CONTRACTOR—SUB-CONTRACT—PROPERTY IN INCOMPLETE ARTICLE—LIEN OF SUB-CONTRACTOR FOR PURCHASE MONEY—SALE OF GOODS ACT, 1893 (56-57 VICT. c. 71) s. 18, r. 5.

*Pritchitt v. Currie* (1916) 2 Ch. 515. The facts were that Mrs. Currie had contracted with a company, which was a co-defendant, for an electrical installation including, *inter alia*, a storage battery for £1,363. The defendant company then sub-contracted with the plaintiffs to supply and erect the battery on Mrs. Currie's premises. The plaintiffs sent the materials for the battery to the specified station, whence they were carried by the defendant company to Mrs. Currie's premises, but the plaintiffs did not proceed with the erection of the battery, and it was ultimately completed by the defendant company, which subsequently went into liquidation. In pursuance of an order made in the case, Currie paid into Court £269, part of the balance due by her to the defendant company, whereupon proceedings were stayed as against her. And the contest was between the plaintiffs and the defendant company as to which of them was entitled to the money in Court. The *Sale of Goods Act*, s. 18, lays down certain rules for determining the question whether or not the property of goods sold passes to the buyer; and the Court of Appeal (Lord Cozens-Hardy, M.R., and Pickford and Warrington, L.JJ.), overruling Sargant, J., held upon the construction of the sub-contract, that it was not a contract for the sale of a completed article, but of the component parts of the battery, with a supplemental contract that after delivery they should be erected on Currie's premises; that the delivery of the parts was an unconditional appropriation to the contract of goods in a deliverable state within s. 18, r. 5 of the *Sale of Goods Act*,