

SALE OF GOODS—UNASCERTAINED GOODS—APPROPRIATION BY SELLER—IMPLIED ASSENT OF BUYER—PASSING OF PROPERTY IN GOODS—THEFT OF GOODS AFTER APPROPRIATION TO CONTRACT.

*Pignataro v. Gilroy* (1919) 1 K.B. 459. In this case certain goods, the subject of a contract of sale, were stolen after they had been appropriated to the contract, and the question was whether the appropriation had been assented to by the buyer. The contract was made on February 12 for the sale of 140 bags of rice delivery to be taken in 14 days. The sale was by sample and the particular bags that were to satisfy the contract were not then ascertained; but the buyer was told that 15 bags would be delivered at the seller's place of business, 50 Long Acre, and 125 bags at Chambers' Wharf. On February 27 the buyer sent a cheque for the price and the next day the seller sent a delivery order for the bags at Chambers' Wharf, and stated that the 15 bags were ready at 50 Long Acre. The plaintiff neglected to send for the 15 bags until March 25, when it was discovered that the bags had been stolen without any negligence of the defendants, the sellers. The buyers brought the present action to recover the price paid for the 15 bags. The Judge of the County Court who tried the action gave judgment in favour of the plaintiffs because he was of the opinion that there was no evidence of appropriation by either party with the assent of the other and consequently that the property in the goods had not passed; but a Divisional Court (Lawrence and Rowlatt, JJ.) reversed this decision holding that in the absence of any dissent on the part of the buyers when notified of the appropriation by the sellers of the 15 bags they must be presumed to have assented thereto. The action was therefore dismissed.

CONTRACT — ILLEGALITY — EMERGENCY LEGISLATION — REGULATION RESTRICTING BUILDING—DEFENCE OF THE REALM (CONSOLIDATION) REGULATIONS, 1914—REGULATION 8E—BREACH OF REGULATION.

*Brightman v. Tate* (1919) 1 K.B. 463. This was an action to recover the balance due under a building contract. The defence was that the work had been done in breach of Regulation 8E made by the Minister of Munitions which forbade the carrying on of any building operations without a licence except where the total cost of the completed work in contemplation did not exceed £500. On June 29, 1916, the plaintiff contracted to do the work in question for a sum equal to the prime cost and ten per cent.