
REVIEW OF CURRENT ENGLISH CASES.

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SALE OF GOODS—CONTRACT FOR GOODS TO BE MADE—BREACH OF
CONTRACT BY PURCHASER—MEASURE OF DAMAGES.

In re Vic Mill (1913), 1 Ch. 465. The Court of Appeal (Cozens-Hardy, M.R., and Buckley, and Hamilton, L.JJ.), have affirmed the judgment of Neville, J. (1913), 1 Ch. 183 (noted ante, p. 185).

SALE OF GOODS—WARRANTY—BREACH OF WARRANTY—SALE OF
DISEASED MEAT TO BUTCHER FOR RE-SALE—LOSS OF TRADE—
MEASURE OF DAMAGES.

Cointal v. Myhave (1913), 2 K.B. 220. This was an action by a retail butcher to recover damages for breach of warranty. The defendants sold to the plaintiff a diseased pig, which was seized as being unfit for human food by an inspector and ordered by a magistrate to be destroyed, and the plaintiff was fined. At the trial, the jury awarded damages in respect of the fine and costs, and also for loss of trade. The question was raised whether these damages were not too remote. Coleridge, J., who tried the action held that they were not.

INFANT—CONTRACT—GOODS SOLD AND DELIVERED — NECESSARIES
—FRAUDULENT MISREPRESENTATION AS TO AGE—EQUITABLE
RELIEF.

Stocks v. Wilson (1913), 2 K.B. 235. In this case the defendant being about twenty years of age represented himself as of full age and agreed to buy of the plaintiff a quantity of goods, which included a lot of curios and works of art. The goods were transferred to him by bill of sale which contained a promise by the defendant to pay the purchase money at a future date, and a license to the plaintiff to resume possession in default of payment. After the purchase the defendant sold some of the goods for £30 and with the knowledge and assent of the plaintiff granted a chattel mortgage of the residue as security for a loan of £100. He failed to pay the purchase money