

REVIEW OF CURRENT ENGLISH CASES.

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SALE OF GOODS—HIRE AND PURCHASE—OPTION TO BUY—PLEDGE— CONVERSION—MEASURE OF DAMAGES.

Belsize Motor Supply Co. v. Cox (1914) 1 K.B. 244. This case turns to some extent on The Sale of Goods Act, 1893, of which we have no counterpart in Ontario. It is, however, deserving of attention because it deals with a question as to the measure of damages which is of general interest. All that need be stated here is that the defendants were pledgees of goods which the pledgors had leased from the plaintiffs, subject to an option to purchase. The pledge, as the court found, amounted to a conversion of the property, and the question then arose, What ought the measure of damages to be in the circumstances? The value of the goods, or the plaintiff's beneficial interest therein as unpaid vendors? Channell, J., who tried the action, came to the conclusion that the defendant was entitled to stand in the position of his pledgor, and as the pledgor was, under the agreement, entitled to the goods on payment of the balance of the price, so as against the defendant, who had an interest in the goods, that was the measure of damages.

RAILWAY—CARRIAGE OF GOODS—SPECIAL CONTRACT—"OWNER'S RISK"—"NON-DELIVERY OF ANY CONSIGNMENT"—NON- DELIVERY OF PART OF CONSIGNMENT.

Wills v. Great Western Ry. (1914) 1 K.B. 263. This was an action to recover damages for non-delivery of goods delivered to the defendants for carriage for hire. The goods were contracted to be carried at a reduced rate upon terms of a contract signed by the plaintiff which provided that the defendants were to be relieved from "all liability for loss, damage, mis-delivery, delay or detention" unless arising from the wilful misconduct of their servants, but not from any liability they might otherwise incur in the case of "non-delivery of any package or consignment fully and properly addressed," and that "no claim in respect of goods for loss or damage during the transit" should be allowed unless made "within three days after delivery of the goods, in respect of which the claim is made or in case of non-delivery of any package or consignment, within fourteen days after despatch."