

REVIEW OF CURRENT ENGLISH CASES.

(Registered in accordance with the Copyright Act.)

SALE OF GOODS—"SALE OR RETURN"—SALE FOR CASH ONLY—PROPERTY PASSING—SALE OF GOODS ACT 1893 (56 & 57 VICT. c. 93) s. 18, r. 4.

Weiner v. Gill (1905) 2 K.B. 172 was an action against two pawnbrokers to recover goods fraudulently pledged with them, under the following circumstances: The plaintiff was a manufacturing jeweller, and had delivered the articles in question to a customer, a retail jeweller named Huhn, on the following terms: "On approbation, on sale for cash or return only. Goods had on approbation or on sale or return remain the property of Weiner (the plaintiff) until such goods are settled or charged." Huhn had dealings with a man named Longman, to whom he in good faith delivered the articles on the representation that he had a customer to whom he could sell them. Longman had, however, no such customer, and got the articles with the intention of misappropriating them, and took them and pledged them with the defendants, who made no inquiry, but dealt with him in good faith, assuming him to be the owner. It was contended that the plaintiffs by parting with the possession of the goods had misled the defendants into the belief that Longman was the owner, or otherwise entitled to pledge them. Under the Sale of Goods Act where goods are parted with on the terms of sale or return, the rules laid down for determining when the property in them passes to the transferee are (1) by his signifying his acceptance to the seller or paying the price; (2) by doing some act indicating that the transferee elects to be purchaser, or inconsistent with his being other than the purchaser; (3) by his retaining the goods beyond the stipulated time, and where no time is stipulated, beyond a reasonable time. And it was contended that by parting with the goods to Longman, Huhn had done an act indicating that he elected to be the purchaser, or inconsistent with his being other than the purchaser; but Bray, J., who tried the case, held that the property had not passed; that the transaction was not for "sale or return" merely, but by the terms of the memorandum there was to be no sale on credit, but for cash only, and therefore the goods remained the property of the plaintiffs, and that they were not estopped by merely having parted with the possession, and were therefore entitled to recover.