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Comment on Recent Decisions

ACCESSION—AUTOMOBILES—PRIORITY OF CONDITIONAL VENDOR OVER CHATTEL MORTGAGEE.—The case of *Franklin Service Station, Inc. v. Sterling Motor Truck Co.* (R. I. 1929) 197 Atl. 754, holds that where a conditional seller of new tires for a truck removed the old ones (retaining them) and replaced them by new ones, a chattel mortgagee of the automobile was not entitled to claim title to the new tires upon the theory of accession, since the tires were not an integral and permanent part of the truck.

Although the law of accession is of early origin, the complex nature of this right to acquire the property of another by its joinder with the owner's own property has made it very difficult of reduction to generalizations and precise rules. As between mortgagors and mortgagees repairs made by the former become a part of the property, enhance the security, and pass upon foreclosure of the mortgage or upon the vendor reclaiming the property under a conditional sale. *Southworth v. Isham* (N. Y. 1850) 3 Sandf. 448; *Holly v. Brown* (1841) 14 Conn. 252. It has been so held even when the value of the repairs greatly exceeds the value of the original article. *Gregory v. Stryker* (N. Y. 1846) 2 Denio 628. In *Blackwood Tire & Vulcanizing Co. v. Auto Storage Co.* (1916) 133 Tenn. 15, 182 S. W. 576, it was held that tire casings fitted to an automobile the title to which was retained in the vendor passed to him when he reclaimed the automobile for non-payment of the purchase price as against the unpaid vendor of the tires, who, however, had not retained title to them. And it has been held that pneumatic tires and wheels sold on credit without retention of title became part of a truck conditionally sold by the same seller. *Purnell v. Fooks* (Del. 1923) 122 Atl. 901.

The doctrine of accession has not been held to apply against anyone who has retained title to his repairs. It has been held that where the articles attached consist of parts which can be identified and severed without injury to the principal article, title thereto may be reserved in the person selling them until they are paid for. *Clark v. Wells* (1872) 45 Vt. 3; *Netzrog v. National Supply Co.* (1905) 28 Ohio C. C. 112; *Alley v. Adams* (1870) 44 Ala. 609.

The automobile is often assembled with parts purchased from different dealers which are separable, readily identified, and replaceable. The decision in the principal case to the effect that the new tires did not become a part of the mortgage security is well adapted to the prevailing conditions in the automobile trade.

E. S., '31.

ADMINISTRATIVE ACTION—FEDERAL TRADE COMMISSION—PUBLIC INTEREST ESSENTIAL TO PROCEEDINGS.—Sec. 5 of the Federal Trade Commission Act (1914) 38 Stat. 719, c. 311, 15 U. S. C. 45, provides that a complaint may be filed by the Commission only if it should appear that the proceedings by it would be in the interest of the public. One Sammons had done business in Washington, D. C. for many years as a maker of window shades under the