**Sohrab v Coast Bottlers Ltd**

**Division:** Court of Appeal at Mombasa

**Date of judgment:** 29 November 1973

**Case Number:** 23/1973 (2/74)

**Before:** Spry V-P, Law and Mustafa JJA

**Sourced by:** LawAfrica

**Appeal from:** High Court of Kenya – Sir Dermot Sheridan, J

*[1] Pledge – Delivery – Vehicle registration and possession with pledgee – Whether delivery to pledgee.*

**Editor’s Summary**

The appellant claimed damages from the respondent for the wrongful seizure of his lorry. In dismissing the claim the High Court found that the appellant had pledged the lorry to the respondent and was in arrear with his payments under the agreement. The full facts are set out in the judgment of Law, J.A. On appeal it was argued that there had never been any delivery of the lorry to the respondent and that therefore there was no pledge. As the lorry had previously been on hire-purchase it was already registered in the respondent’s name and it was kept in the respondent’s yard.

**Held –** (Spry, V.-P., dissenting) the appellant waived his right to have the registration transferred to him, and left it in the physical possession of the respondent, thereby constructively delivering it to the respondent. Appeal dismissed.

**Case referred to Judgment:**

(1) *Dublin City Distillery v. Doherty*, [1914] A.C. 823.