

came to the conclusion, overruling *Avory, J.*, that assuming the custom existed, it was only applicable where the contract rendered the agent alone liable to the exclusion of the foreign principal, and that it was not applicable where by the terms of the contract in question the foreign principal was directly liable to the plaintiffs, because in such a case the custom was inconsistent with the contract.

NEGLIGENCE—DEFECT IN ROOF OF HOUSE—LOOSE CORNICE—
LIABILITY OF OWNER AND OCCUPIER OF HOUSE FOR DEFECTS
OCCASIONING INJURY TO THIRD PERSON—INJURY TO INVITEE
BY FALL OF CORNICE.

Pritchard v. Peto (1917) 2 K.B. 173. This was an action to recover damages for injury sustained by the plaintiff through the alleged negligence of the defendant, in the following circumstances: The defendant was the owner and occupier of a dwelling house, and the plaintiff went to the house to collect a debt due to him from the defendant. While he was standing on the doorstep, a piece of the projecting cornice of the house fell on his head and injured him. The house was apparently in good repair, and the defendant did not know of the defect, which was due to the action of the weather upon the cement. *Bailhache, J.*, who tried the action, held that the plaintiff was not entitled to recover in the absence of proof that the defendant knew of the defect, or ought, by the exercise of reasonable care, to have known it.

SHIP—CHARTERPARTY—DEMURRAGE—PERIOD OF DEMURRAGE
NOT SPECIFIED—DETENTION OF SHIP BEYOND A REASONABLE
TIME.

Inverkip S. S. Co. v. Bunge (1917) 2 K.B. 193. The Court of Appeal (Lord Cozens-Hardy, M.R., and Warrington, and Scrutton, L.JJ.) have affirmed the decision of *Sankey, J.*, noted ante page 138.

LANDLORD AND TENANT—POWER TO DETERMINE LEASE—CONDI-
TION PRECEDENT—COVENANT TO REPAIR—NOTICE TO DETER-
MINE LEASE—BREACH OF COVENANT TO REPAIR.

Burch v. Farrows Bank (1917) 1 Ch. 606. This was an action by a landlord against his tenants for a declaration that the lease was still subsisting, and the case turns on whether or not the lease had been effectually determined. By a provision contained in the lease, the lessees were empowered to determine the lease at