

date, and he held that such being the case, and the premises being still out of repair, no fresh notice was necessary, following *Penton v. Barnett* (1898) 1 Q.B. 276, 281, although in that case some stress was laid on the fact that the premises in question were in the same physical condition as to repair as when the notice was given, whereas in the present case some repairs had been done subsequent to the notice.

CONTRACT TO DO WORK UPON GOODS AND RE-DELIVER — GOODS
BURN'T BY ACCIDENT ON CONTRACTOR'S PREMISES — REASON-
ABLE TIME.

Shaw v. Symmons (1917) 1 K.B. 799. This was an action to recover damages for breach of a contract to do work on goods and re-deliver them. The goods in question were books to be bound by defendants. No time was specified for their delivery. On January 7, 1916, the plaintiffs demanded delivery of the whole of the books then bound, and on two occasions prior to the 20th January telephoned to the defendants, pressing for delivery. The defendants neglected to deliver the books, and on 20th January they were burnt by accidental fire on the defendants' premises. The defendants at the trial sought to excuse themselves on the ground of difficulties of transport, and shortage of labour, but this had not been previously set up as an excuse, and Avory, J., who tried the action, held that a reasonable time had elapsed from the demand for delivery, and that the defendants were guilty of a breach of contract, and liable for the loss of the goods.

HUSBAND AND WIFE—CONTRACT—SUPPLY OF GAS TO HOUSE OCCU-
PIED BY WIDOW — WIDOW RE-MARRYING AND CONTINUING
OCCUPATION OF HOUSE—NON-DISCLOSURE TO GAS COMPANY OF
RE-MARRIAGE—LIABILITY.

Lea Bridge District Gas Co. v. Malvern (1917) 1 K.B. 803. The plaintiffs, a gas company, sued the defendant, a married woman, for gas supplied to a house occupied by her in the following circumstances. The house in question was originally occupied by the defendant and a former husband. After his death gas was continued to be supplied to the house, of which she continued in occupation, and was from time to time paid for by her. Subsequently she married again, and her second husband came to reside with her in the same house, and the plaintiffs, without notice of such second marriage, continued to supply gas. The defendant paid for one quarter's account for gas,