

CONTRACT—SALE OF GOODS—CUSTOM OF TRADE—REASONABLE-  
NESS—APPROPRIATION OF GOODS TO CONTRACT.

*Produce Brokers v. Olympia Oil & Cake Co.* (1917) 1 K.B. 320. This is an appeal from the decision of a Divisional Court (1916) 2 K.B. 296 (noted ante vol. 52, p. 390). The question was as to validity of a custom of trade to the effect that goods in transit might be validly appropriated by the seller to a particular contract, notwithstanding that at the time of such appropriation the goods might, unknown to the seller, have been actually lost at sea. The Divisional Court upheld the custom, and the Court of Appeal (Lord Cozens Hardy, and Warrington, and Scrutton, L.JJ.), affirm his decision.

LANDLORD AND TENANT—COVENANT BY TENANT TO PAINT PRE-  
MISES IN SPECIFIED YEAR—NOTICE BY LESSEE TO TERMINATE  
TENANCY DURING CURRENCY OF YEAR—LIABILITY OF LESSEE.

*Kirklington v. Wood* (1917) 1 K.B. 332. This was an action by a landlord against his tenants for breach of a covenant to paint the demised premises in a certain specified year. The tenants sought to escape liability on the ground that prior to the specified year they had given notice of their intention to terminate the tenancy during that year. The specified year was 1916, and according to the notice the tenancy was terminated in March, 1916. Lush, J., held that this was no defence.

SALE OF GOODS—APPROPRIATION TO CONTRACT—PASSING OF PROP-  
ERTY.

*Healy v. Hoult* (1917) 1 K.B. 337. This was an action to enforce a contract for the sale of fish in the following circumstances: The plaintiff carried on business as a fish exporter at Valentia, Ireland, the defendants contracted to buy 20 boxes of hard, bright mackerel to be sent to the defendants at Billingsgate. On the same day the plaintiff consigned by railway to his own order in Holyhead, 190 boxes of mackerel, and telegraphed instructions to the railway company, out of the 190 to deliver 20 of them to the defendants, and the rest of the 190 boxes to other named persons. Owing to a delay in the train from Valentia to Dublin the boat by which they ought to have been carried to Holyhead was missed. After the 190 boxes had been delivered to the railway the plaintiff sent the defendants an invoice in which they stated that the goods were at the buyers' risk after their delivery in Valentia to the railway company. The railway