

was paid at the time of the contract, but the procession having been abandoned the defendant refused to pay the balance of the agreed rent, and to recover the same the action was brought. In this case the Court of Appeal (Williams, Romer and Stirling, L.JJ.) held that the doctrine of *Taylor v. Caldwell* did apply, and that the plaintiff was therefore not entitled to succeed. The distinction between this and the preceding case is somewhat finely drawn: and it might be said that the purpose for which the defendant required the flat was a matter with which the plaintiff had nothing to do, and that the defendant took the risk of the object failing. The fact that in the preceding case besides seeing the contemplated review the defendant also intended to cruise around the fleet, turned the scale; would the intention of reserving the flat for some subsidiary purpose, such as giving a "luncheon party," as well as seeing the processions, have turned the scale in the present case?

CONTRACT—CONSTRUCTION—RIGHTS OF PARTIES WHEN PERFORMANCE OF CONTRACT HAS BECOME IMPOSSIBLE—COSTS.

Civil Service Co-operative Society v. The General Steam Navigation Co. (1903) 2 K.B. 756, is the third case above referred to. In this case also the plaintiffs in March, 1902, hired from defendants a vessel for three days to be at their sole disposal for the purpose of taking passengers to see the naval review on the occasion of the King's coronation in June or July, 1902. £250 was paid down, and the balance of the hire, £1,250, was to be paid "ten days before the date of the review." On the 18th June the balance was paid, the review having been fixed to take place June 28th. The review was postponed on June 25th, and the plaintiffs then gave notice to the defendants that they would not require the steamer. The defendants before the postponement of the review had incurred expenses to the amount of £500 in fitting out the vessel for the trip and other things in part performance of the contract. The plaintiffs sought to recover £1,500 as having been paid on a consideration which had failed. Bigham, J., who tried the action, dismissed it, but without costs. The Court of Appeal (Lord Halsbury, L.C., Lord Alverstone, C.J., and Cozens-Hardy, L.J.) held that the action was rightly dismissed, and approve the decision of the Divisional Court in *Blakeley v. Muller*, and *Hobson v. Pattenden*, which are reported in the note on p. 760, and which were County Court actions