

defendant, because the plaintiff had failed to shew that his negligence had caused the action, but the Court of Appeal (Buckley, Kennedy and Phillimore, L.JJ.) were unanimous that the onus was on the defendant of shewing that his negligence had not occasioned the loss; but the majority of the Court (Kennedy and Phillimore, L.JJ.) held that the terms of the contract were sufficient to exonerate the defendant from liability even though it was due to his negligence; but Buckley, L.J., dissented from that view, and was of the opinion that, notwithstanding its general terms, there was an implied exception of losses which the defendant by his own negligence should occasion. The majority of the Court distinguish the case from those relied on by Buckley, L.J., by the fact of there being in the contract in question in this case the words, "however caused."

SUNDAY OBSERVANCE—REFRESHMENT HOUSE—EXCISE LICENSE—  
SALE OF ICE-CREAM ON SUNDAY—SUNDAY OBSERVANCE ACT,  
1677 (29 CAR. II. c. 7), ss. 1, 3.

*Amorette v. James* (1915) 1 K.B. 124. This was a case stated by justices. The defendant kept a refreshment house for which he held an excise licence. He sold ice-cream on Sunday after 8.50 p.m., and the simple question submitted was whether the fact that he held a licence exempted him from liability under the Sunday Observance Act (29 Car. II. c. 7), s. 1, and the Divisional Court (Horridge and Shearman, JJ.) held that it did not. The Court, however, is careful to say that they do not decide that ice-cream may not be "meat" within the meaning of s. 3 of the Act, and as such be lawfully saleable; but on the case stated they held that it was not open. The learned Judges profess a curious ignorance of what "ice-cream" is composed, and whether, as a matter of law, it would come within the category of food or drink. The question, licence or no licence, in the opinion of the Court, did not in any way affect the construction of the Act.

WAR—CONTRACT—MARINE INSURANCE—ALIEN ENEMY—RIGHT  
OF ACTION AGAINST ALIEN ENEMY—APPLICATION BY ALIEN  
ENEMY TO STAY PROCEEDINGS.

*Robinson v. Continental Insurance Co.* (1915) 1 K.B. 155. This was an action to recover the amount of a policy of marine insurance. The contract was made with the defendants, a German insurance company, and the loss occurred and the action was brought and pleadings closed before the war began. The defendants applied to stay the proceedings during the war.