

whether the order of the Divisional Court was a final or interlocutory order, and the Court of Appeal held that it was interlocutory.

INSURANCE (MARINE)—PERIL OF MEN OF WAR—RESTRAINTS OF PRINCES—SHIP PUTTING INTO NEUTRAL PORT TO AVOID CAPTURE—LOSS OF VENTURE—PROXIMATE CAUSE OF LOSS.

*Becker v. London Assurance Co.* (1916) 2 K.B., 156. The Court of Appeal (Eady, Pickford, and Bankes, L.J.J.) have in this case affirmed the decision of Bailhache, J. (1915) 3 K.B. 410 (noted ante vol. 51, p. 491).

NEGLIGENCE—WARRANTY BY LESSEE OR MANAGER OF THEATRE—INJURY TO MEMBER OF AUDIENCE BY ACTOR DURING THEATRICAL PERFORMANCE.

*Cox v. Coulson* (1916) 2 K.B. 177. The plaintiff in this case had attended a theatrical performance at a theatre of which the defendant was lessee and manager, during the performance an actor discharged a pistol, which should have contained only a blank cartridge, but by some unexplained mischance there happened to be a second cartridge of smaller size in the pistol which, when the pistol was fired, struck the plaintiff and inflicted a serious wound on her wrist. On the trial of the action the County Court Judge held that it was an implied term of the contract between the plaintiff and defendant that all persons connected with the performance of the play should exercise reasonable care so that members of the audience should not be exposed to any danger which could be avoided by the exercise of such reasonable care and he gave judgment for the plaintiff for £50. The Divisional Court (Bailhache and Sherman, J.J.) was divided in opinion, Bailhache J., being of the opinion that the defendant impliedly warranted that the actors should not be guilty of negligence, and Sherman, J., thinking that the implied warranty extended no further than that no part of the performance should be in itself of a dangerous nature, the judgment of the County Court Judge was therefore affirmed. The Court of Appeal (Eady, Pickford, and Bankes, L.J.J.) however were of the opinion that the implied warranty found by the County Court Judge was too wide, and that the true relation between the plaintiff and defendant was that of inviter and invitee, and that the defendant owed the plaintiff a duty to use reasonable care that she was