NOTES FROM THE ENGLISH INNS OF COURT.

WAR DANGERS AND THE LAW OF CONTRACT.

Suppose a man is under contract to make a journey to Canada from England, can he plead the danger of attack by submarine as an excuse for non-fulfilment? A case in the King's Bench Division (*Foster's Agency Ltd.* v. *Romaine* (1916) W.N. 115 seems to show that the answer to this question depends to some extent, at least, upon whether the contract was made before or after the war. The facts were that on August 12, 1914, an artiste undertook to go to Australia to give certain performances. The plaintiffs were to have a certain commission on her earnings. The contract provided that in the event of its not being fulfilled owing to the defendants default for any cause other than illness the commission should be paid. The lady having objected to leave England owing to her fear of submarines, the plaintiffs sued for the commission. It was held that they were entitled to succeed. In giving judgment, Avory, J., said: "It cannot be said that a person who makes a contract after the outbreak of war involving a sea voyage did not contemplate some additional risk." Upon the authority of the decided cases the date of the contract made all the difference. In *Liston* v. *Carpathian* (1915) 2 K.B. 42 certain seamen claimed and recovered extra remuneration on account of war risk, over and above the amount agreed under the original contract of service which was made in time of peace.

SIR EDWARD CARSON.

As soon as he resigned the high office of Attorney-General, Sir Edward Carson returned to private practice, to be received with open arms by the judges and his professional brethren. No advocate of our time holds a higher place in the estimation of his fellows. Nor have recent political activities blunted the tools which he wields with such skill in the law courts. He appeared as counsel in the Slingsby case, the fame of which *cause célèbre* may have reached Canada by this time. In the course of a