the proximate cause of loss was the torpedoing of the vessel, and that the policy under which the plaintiffs sued having excepted "all consequences of hostilities or warlike operations," the plaintiffs' action failed.

HUSBAND AND WIFE—WIFE'S TORT ARISING OUT OF CONTRACT—MASTER AND SERVANT—EMPLOYMENT BY WIFE—DANGEROUS PREMISES—LIABILITY FOR WIFE'S TORT.

Cole v. *De Trafford* (1917) 1 K.B. 911. This was an action against husband and wife to recover damages for the alleged tort of the wife, in the following circumstances: The plaintiff was a chauffeur employed by the wife in and about her garage, and, owing to the defective condition of the garage, he sustained injuries in respect of which the action was brought. The Divisional Court (Bray and Horridge, JJ.), on appeal from a County Court Judge, held that the alleged tort arising out of the contract of the wife with the plaintiff, her husband was not liable therefor, and as against him the action must be dismissed.

MASTER AND SERVANT—DISMISSAL—ARREARS OF SALARY.

Healey v. *Societé Anonyme Française Rubastic* (1917) 1 K.B. 946. In this case the short point decided by Avory, J., was, that where a servant is dismissed by his employer for misconduct, the latter is, nevertheless, entitled to be paid the arrears of salary due to him, but not his pay for the current month in which he was dismissed.

CONTRACT—CONSTRUCTION OF RESERVOIR—TIME FIXED FOR COMPLETION—STOPPAGE OF WORKS BY MINISTER OF MUNITIONS—WHETHER CONTRACT TERMINATED OR SUSPENDED—DEFENCE OF THE REALM REGULATIONS, REG. 8A (*b*).

Metropolitan Water Board v. *Dick* (1917) 2 K.B. 1. The defendants in July 1914, contracted to construct a reservoir for the plaintiffs to be completed in six years, subject to a proviso that if, by reason of any impediment, the defendants were delayed in the completion of the work, the plaintiffs might extend the time. By the terms of the contract all plant brought on the premises by the defendants was to become the property of the plaintiffs and was to so continue until the completion of the work. The Minister of Munitions, in pursuance of the powers conferred by Defence of the Realm Regulations, Reg. 8A (*b*), ordered the defendants to cease work on the reservoir, and directed the plant