

**Principles of Coronation Cases**

further bargain was made, both parties were then contracting in the belief that the procession of June 27th was going to take place, because *ex hypothesi* at that time that procession had become impossible, and so it was held that the plaintiff could not succeed in getting his monies back [*Clarke v. Lindsay*, 1903, 19 T.L.R. 202.]

Fenton v.  
Victoria  
Seats  
Agency

In *Fenton v. Victoria Seats Agency* the plaintiff similarly failed to get money back that he had paid for seats to view the procession. [1903, 19 T.L.R. 16].

Summary  
of the cases

All the cases as to impossibility of performance from the earliest times, including the Coronation cases, have been examined in an elaborate judgment of Lord Atkinson in a recent House of Lords' decision [*Horlock v. Beal*, 1916, 1. A. C. 486 at p. 495], and in a later House of Lords' decision Lord Loreburn summarised all the cases by observing—  
“An examination of those decisions confirmed him in the view that, when the Court had held innocent contracting parties absolved from further performance of their promises, it had been on the ground that there was an implied term in the contract which entitled them to be absolved. Sometimes it was put that performance had become impossible and that the party concerned did not promise to perform an impossibility. Sometimes it was put that the parties contemplated a certain state of things which fell out otherwise. In most of the cases it was said that there was an implied condition in the contract