INSURANCE—BREACH OF WARRANTY BY SHIP OWNER—WARRANTY OF SEAWORTHINESS—NEGLIGENCE OF MASTER—PROXIMATE CAUSE OF LOSS.

Greenock Steamship Co. v. *Maritime Insurance Co.*, (1903) 1 K.B. 367, was an action to recover under a policy of insurance on a ship, which covered a round trip from the United Kingdom to ports on the west coast of Africa, with leave to call at any ports on the east coast of South America. The insurance included general average. It covered losses occasioned by the negligence of the master, and also contained a clause, "Held covered in case of any breach of warranty at a premium to be hereafter arranged." During the voyage the vessel left one port for another, and through the negligence of the master the ship was insufficiently provided with coal to enable her to reach her destination, and the master consequently burnt as fuel some of the ship's fittings, spars, and some of the cargo, and if he had not done so the vessel was in danger of becoming a total loss. The action was brought to recover for the loss thus occasioned. The plaintiffs claimed that the loss was due to the negligence of the master, and therefore covered by the policy; and also as for a general average loss. On the part of the defendants it was contended that there was an implied warranty of seaworthiness at the commencement of each step of the voyage, and that leaving port without sufficient coal was a breach of that warranty. That the loss was proximately caused by the burning, and was not the result of negligence on the part of the master, but done intentionally for the purpose of saving the vessel, and therefore the "held covered" clause did not apply. Bingham, J., who tried the action, gave judgment in favour of the defendants. He agreed that the deficient supply of coal was a breach of an implied warranty of seaworthiness. Also that the negligence of the master was not the proximate cause of the loss, though causa sin qua non it was not causa causans. That the "held covered" clause applied, but under it, the additional premium which the insurers would be at least entitled to, would be equal to the amount of the loss, and therefore that nothing was recoverable by the plaintiffs under the policy.

BICYCLE—"CARRIAGE"—LIABILITY OF BICYCLE TO TOLL.

In *Simpson* v. *Teignmouth & Shaldon Bridge Co.*, (1903) 1 K.B. 405, a case was stated by consent, and the point presented for the decision of the Court was whether a bicycle was a "carriage"