theatre owners do not offer bank night prizes without hopes of some return benefit is obvious; bank night schemes are designed to add to the profits of the owner. Time Magazine, p. 57 (Feb. 3, 1936). It might be argued that, in light of the free alternative, the chances are given away merely as part of an advertising scheme; that the theatre owner bargains not for the present payment of the admission price, but bargains only for the presence of potential patrons in front of the theatre. See *Cross v. People*, 18 Colo. 321, 32 Pac. 821 (1893). This argument seems tenuous; it is more probable that the theatre owner does bargain for the admissions paid partly in exchange for the prize-offer. The inference that theatre-goers bargain for the chance in exchange for their payments is supported by the fact that attendance increases on bank nights, even though the entertainment is usually shorter and of a poorer quality. *Central States Theater Corp. v. Patz*, 11 F. Supp. 566 (Iowa 1935); New Republic, May 6, 1936, p. 363. The opportunity to obtain a chance without cost is little more than illusory. Realistically, the physical and psychological discomfort of waiting outside the theatre for the results of the drawing to be announced tends to restrict the class of participants to those inside the theatre. While some participants may take advantage of the free offer and some theatre-goers who pay may not bargain for the chance, it seems likely that enough of the theatre-goers bargain for the chance in exchange for at least part of the admission price to make the scheme a lottery.

Torts—Liability of Negligent Manufacturer to Remote Vendee—the Rule of *Winterbottom v. Wright*—[English].—The plaintiff bought woolen underwear from a retailer who had purchased it from the defendant manufacturer. As a result of negligence in the course of the pre-shrinking process, deleterious chemicals were left in the underwear. These chemicals were found to have been the cause of a severe case of dermatitis which the plaintiff developed after he wore the underwear. The Supreme Court of South Australia entered judgment for the plaintiff against the manufacturer. From a reversal by the High Court of Australia, the plaintiff appealed to the Judicial Committee of the Privy Council. *Held*, the plaintiff had a cause of action against the manufacturer in tort, despite the absence of contractual privity. *Grant v. Australian Knitting Mills, Ltd.*, [1936] A. C. 85.

Until *Donoghue v. Stevenson*, ([1932] A. C. 562) the English courts in striking contrast to the American courts had fairly consistently followed the rule of *Winterbottom v. Wright* (10 M. & W. 109 (1842)), restricting the liability of manufacturers to persons in contractual privity with them. In the *Donoghue* case, the House of Lords decided that a manufacturer of ginger beer was liable to the remote consumer for injury caused by the manufacturer's negligence in allowing a decomposed snail to be bottled in the beer. To what extent this case had narrowed the scope of the *Winterbottom* doctrine was uncertain. While the majority opinions in the *Donoghue* case expressed impatience with the privity doctrine, on the facts a similar decision would have resulted even in those American courts which profess to support the *Winterbottom* rule, for they have long held the manufacturer of foods and drinks to be under an exceptional duty of care to remote users. See note, 17 A. L. R. 688 (1922). The instant case dissipated the uncertainty left by the *Donoghue* case by indicating a clear intention to abandon the *Winterbottom* rule, with its numerous and irrational exceptions. The Judicial Committee has thus established the liability of manufacturers for bodily harm to consumers caused by negligence in the manufacture of chattels distributed by retailers. *Accord:* Rest., Torts § 395 (1934); see *MacPherson v. Buick Motor Co.*, 217 N.Y. 382, 111 N.E. 1050 (1916).

This liability is necessary to establish a fair and reasonable measure of security for the population at large. See Steffen, Independent Contractor and the Good Life, 2 Univ. Chi. L. Rev. 501, 532 (1935). Ample justification exists for providing this security by imposing liability upon the manufacturer. First, the manufacturer is best able to undertake risk prevention and risk distribution. See Douglas, Vicarious Liability and Administration of Risk, 38 Yale L. J. 584 (1929). Second, it is probably more convenient for him to shift the risk to insurance companies. Third, he is usually well able to bear the shock of individual losses, while the dealer is often financially irresponsible. (In 1929 half of the retail establishments in the United States had a gross annual sale of less than $12,000, averaging $5,500. 1 Census of Distribution Reports, pt. I, 15 (1933). Ninety-four per cent of the manufacturing companies did a gross annual business of over $100,000. 1 Census of Manufacturers 61 (1933).) Finally, there is increasing recognition that the dealer is losing his autonomy. He has become, to a great extent, a cog in the manufacturer's machine. *Baxter v. Ford Motor Co.*, 168 Wash. 456, 12 P. (2d) 409 (1932); see Isaacs, The Dealer-Purchaser, 1 U. of Cin. L. Rev. 373, 383 (1927); Steffen, Independent Contractor and the Good Life, 2 Univ. Chi. L. Rev. 501, 519 (1935). It is essential to the safety of the consuming public that the courts penetrate the fiction of the dealer's independence and grant the consumer his only effective remedy, an action directly against the manufacturer.

Trusts—Deferred Payment Life Insurance Policies as Creating Trusts—Validity of Spendthrift Provision against Creditors of *Cestui*—[Illinois].—A deferred payment insurance policy entitled the beneficiary to receive the principal sum and interest in sixty monthly installments, and contained a provision that the installments should not be assignable. The plaintiff, a judgment creditor of the beneficiary, instituted garnishment proceedings against the defendant insurance company and obtained a continuing order in the trial court for execution against each installment as it fell due. On appeal, *held*, reversed. The insertion of the clause against voluntary assignment by the beneficiary rendered the interest of the beneficiary unassignable and thus outside the scope of the garnishment statute. The court added that this provision in the policy created a spendthrift trust. *Holowaty v. Prudential Life Ins. Co.*, 282 Ill. App. 584 (1935).

Deferred payment life insurance policies such as that in the principal case are frequently used to avoid the risk of mismanagement of the funds by the beneficiary. The provision against assignment is an attempt to put the installments beyond the grasp of the beneficiary's creditors. Davis, Spendthrift Trusts in Life Insurance Policies, 5 B. U. L. Rev. 91 (1925). Similar restraints on alienation have been provided by statute. Colo. L. 1925, c. 116; Minn. Stat. 1927, §§ 3403–5; N.Y. Pers. Prop. L. § 15; Neb. L. 1933, c. 73. Some states, for the protection of the beneficiary, permit insurance companies to be trustees of their own policies without requiring the segregation of any fund. Conn. Gen. Stat. 1930, § 4193; Mass. Gen. L. 1932, c. 175, § 119a; Miss. Code 1930, § 5172; Vt. Pub. L. 1933, §§ 7012–14; Del. L. 1931, c. 52, § 44. See 2 Bogert, Trusts and Trustees § 245 (1935).

Since Illinois has no such statute, it is questionable whether a provision in a policy