CRIMINAL LAW—FALSIFICATION OF ACCOUNTS—MACHINE—TAXIMETER—FALSIFICATION OF ACCOUNTS ACT, 1875 (39-40 VICT. C. 24) s. 1—(CR. CODE, s. 415).

The King v. *Solomons* (1909) 2 K.B. 980 serves to shew that as the improvements effected by modern inventions come into operation, old forms of offence assume new aspects. In the present case the defendant was the servant of the plaintiffs, and had been entrusted with a taximeter cab furnished with an automatic register for recording the distance travelled, and the amount earned by the driver. From the figures appearing on the dial at the end of the day the amount payable to the defendant was ascertained. For several days the defendant took certain persons as passengers to certain places, and wilfully and with intent to defraud the plaintiffs, left the lever of the machine raised so that it recorded nothing, and collected fares for such trips, for which he did not account. The returns made by him to the plaintiffs were consequently false. The defendant was convicted with falsifying an account within the meaning of 39-40 Vict. c. 24, s. 1 (see Cr. Code, s. 415), and the Divisional Court (Lord Alverstone, C.J., and Darling and Jelf, JJ.) held that he had been properly convicted.

SHIP—CONTRACT OF CARRIAGE—PASSENGER'S LUGGAGE—THEFT BY SHIPOWNERS' SERVANTS — CONDITION EXEMPTING CARRIERS FROM LIABILITY FOR "LOSS BY WHATSOEVER CAUSE OR IN WHATEVER MANNER OCCASIONED."

In *Marriott* v. *Yeoward* (1909) 2 K.B. 987 the plaintiff accepted a ticket entitling her to be carried with her luggage on the defendants' ships to a certain place. The ticket contained a condition that the defendants were not to be liable for any loss sustained by the plaintiff "by whatsoever cause or in whatever manner occasioned." This was printed in brevier type. The plaintiff denied that she noticed it, or knew of its existence. On the passage some of her luggage was stolen from trunks entrusted by the plaintiff to the defendants' servants to be placed in the hold, and which trunks were locked, and were opened while in the defendants' sole control. The plaintiff claimed she was not in any case bound by the condition, but that even if defendants were entitled to rely on it, it did not cover losses due to the fraudulent acts of their own servants. Pickford, J., who tried the action, came to the conclusion that the plaintiff was bound by the condition, and that it was sufficiently broad in its terms to cover the loss in question. The action therefore failed.