

sponsible, but the House of Lords (Lord Findlay, L.C., and Lords Dunedin, Shaw, Parker & Wrenbury) held that the defendants, by interfering with the natural course of the stream, and not providing an adequate channel, were liable for the damage resulting, and the decision below was affirmed.

PRIZE COURT—NEUTRAL CLAIMANT—TRANSFER TO ENEMY AFTER SEIZURE—BILL OF LADING AGAINST ACCEPTANCE—PURCHASER, OR AGENT FOR SALE.

*The Prinz Adalbert* (1917) A.C. 586. This was an appeal by neutral shippers, carrying on business in the United States, against the condemnation of 2 parcels of lubricating oil consigned by the appellants in the German ship *Prinz Adalbert* to a German company at Hamburg, and seized at Falmouth on August 5, 1914. The appellants produced a copy of the invoice for 290 barrels which referred to them as "consigned for sale" by the German company "with returns to" appellants, and a copy of the invoices for 86 barrels referring to them as "sold f.o.b. ex Steamship Hamburg." Evans, P.P.D., held that the property in both parcels passed to the German company on shipment, and consequently condemned them as lawful prize. It was contended on behalf of the appellants that the German consignees were merely agents for sale, rather than purchasers, but that, in either case, the handing of the bills of lading against acceptances indicated that no property was to pass in the goods until the drafts were accepted, which did not take place until 10 August, 1914, after the date of seizure. The Privy Council (Lords Parker, Sumner, Parmoor, Wrenbury and Sir Arthur Channell) were unable to agree with the Judge below that the property in the goods passed on shipment, but agreed with the appellants' contention that the property in the goods did not pass until the drafts were accepted. When the drafts were in fact accepted did not clearly appear, but their Lordships hold that the property certainly passed to the consignees before the appellants made their claim as owners, and therefore their title failed, and the appeal was dismissed.

INSURANCE (ACCIDENT)—SPRAINED WRIST—LATENT TUBERCULOSIS—TOTAL DISABLEMENT—"EXCLUSIVELY OF ALL OTHER CAUSES."

*Fidelity & Casualty Co. v. Mitchell* (1917) A.C. 592. This was an appeal from the Appellate Division of the Supreme Court of Ontario affirming a decision of Middleton, J. The action was