kept a motor-car. The defendant's servant was engaged in cleaning the car and for that purpose it was necessary to move it, and as he could not move it himself, he started the engine, when, from some unexplained cause, the petrol in the carburettor caught fire. If the servant had at once turned off the tap of the pipe leading to the petrol tank, the small quantity of petrol in the carburettor would have speedily burnt itself out, and no damage would have been done to the plaintiff. He neglected to do this and the petrol in the tank caught fire, and the fire spread to the body of the car and the garage with the plaintiff's rooms over it, with their contents were destroyed. Lush, J., who tried the action, found as a fact that the fire which broke out in the carburettor was accidental, in the sense that it was not the result of a wilful act, or of negligence, but he found that the defendant's servant was guilty of negligence in omitting to turn off the tap promptly, and he held that in these circumstances the defendant was not protected by the statute, because, even assuming that the fire which began in the carburettor caused the damage, it was not "accidental" within the meaning of the statute, because a person using a dangerous thing like a petrol engine, the carburettor of which is not unlikely to get on fire when the engine is started, cannot be heard to say that the fire was "accidental" within the statute, even though he was not guilty of negligence. Because the rule is that he must keep such a thing under control at his peril. And, secondly, because a fire "begins" within the meaning of the statute only when the flames get out of control; and, therefore, the "fire" in this case began when the body of the car caught fire, and in that sense the efficient cause of it was not the initial fire in the carburettor, but the negligence of the servant in not turning off the tap, and therefore it was not the "fire" which burnt the plaintiff's property which "accidentally" began.

PRIZE COURT—CONTRABAND—INNOCENT SHIPPERS—ULTIMATE ENEMY DESTINATION.

The Noordam (1919) P. 57. This was a prize case. The goods in question were absolute contraband shipped from New York to Amsterdam. The nominal consignees were the Netherlands Oversea Trust Co., who had an agreement with the British Government to prevent as far as they could any of the cargoes consigned to them from reaching enemy countries. In this case they were acting for a Dutch firm of De Vries. This firm was engaged in shipping goods received by it to Germany, which fact they endeavoured to conceal from an English accountant who was appointed to examine their books by falsifying and fabricating their accounts. When the goods were seized the buyers refused to pay, and in the present proceedings the consignors were the