

REVIEW OF CURRENT ENGLISH CASES.

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INSURANCE (MARINE)—POLICY ON CARGO—"WARRANTED FREE FROM ALL CONSEQUENCES OF HOSTILITIES"—DAMAGE CAUSED BY INFERNAL MACHINE PLACED IN SHIP'S HOLD BY GERMAN—EVIDENCE OF AGENCY FOR GERMAN GOVERNMENT—LIABILITY OF INSURER.

Atlantic Mutual Insurance Co. v. King (1919) 1 K.B. 307. This was an action on a policy of re-insurance on a cargo carried on a ship from Bahia to New York. It contained a clause: "Warranted free from all consequences of hostilities or warlike operations whether before or after the declaration of war." A German subject surreptitiously placed an infernal machine in the hold of the vessel which exploded and set the ship on fire and burnt part of the cargo. The question Bailhache, J., had to decide was, whether this was a consequence "of hostilities or warlike operations," or was to be attributed merely to the wrongful act of an irresponsible individual? It was proved that by order of the Naval General Staff of Germany to the naval attachés, that they were required to mobilise all destruction agents in ports where munitions were being loaded on ships going to England, France, Canada, or the United States of North America, and to hire persons for arranging explosions on board ships bound for enemy countries; and that funds for hiring and bribing persons would be placed at their disposal by the Secret Service Division of the Naval Staff. The learned Judge came to the conclusion that, although the German did not appear to have received an iron cross, or other express ratification of his act, he was nevertheless the agent of the German Government. He therefore came to the conclusion that the explosion was the result of "warlike operations," and therefore that the loss was not covered by the policy.

FIRE—LIABILITY FOR DAMAGE TO ADJOINING PREMISES—"ACCIDENTAL FIRE"—NEGLIGENCE IN NOT CHECKING SPREAD OF FIRE—FIRES PREVENTION ACT, 1774 (14 GEO. III., c. 78), s. 86—(R.S.O. c. 118).

Musgrave v. Pandelis (1919) 1 K.B. 314. This was an action to recover damages caused by a fire spreading from the defendant's premises. The defence was that the fire "accidentally began" on the defendant's premises and that therefore under the Fires Prevention Act, 1774 (see R.S.O. c. 118) the defendant was not liable. The facts were that the plaintiff was possessed of furnished rooms situate over a garage occupied by the defendant and in which he