

pose of cleaning out the saw dust which collected under the bench. The sawyer for his own purposes removed the guard, and while the guard was off the plaintiff fell against the saw, and his foot was cut off by the revolving saw. The County Court Judge, before whom the action was tried, ruled that the defendant having supplied a proper guard, was not liable, because the temporary absence of the guard was not a defect in the condition of the machine within the meaning of s. 1 of the Act (Ont. Act, s. 3). On appeal, however, the decision was reversed by Wright and Bruce, JJ., and this decision was affirmed by the Court of Appeal (Lord Esher, M.R., and Chitty, L.J.), the defect being held to be due to the negligence of the sawyer, to whom the defendants had entrusted the duty of seeing that the machinery was in proper condition.

INSURANCE—CONTRACT TO INSURE PAYMENT OF DEBENTURE AT MATURITY—INSURER, LIABILITY OF.

In *Finlay v. The Mexican Investment Co.*, (1897) 1 Q.B. 517, the plaintiff sought to enforce a contract insuring the due payment at maturity of a certain debenture of a limited company, of which he was the holder, in case the company made default in payment for more than three months. The debenture was past due, but before it became due, by a special resolution passed at a meeting of the debenture-holders, but to which the plaintiff had neither agreed nor dissented, the date for the payment of the debentures had been postponed, and such postponed date had not yet arrived. The defendants contended that there had been no default and that the plaintiff was not entitled to recover, but Charles, J., was of opinion that the original date fixed for the payment of the debenture having elapsed, and the plaintiff not having been a party to any extension of the time for payment thereof, he was entitled to recover, subject to the defendants' rights to be subrogated to the plaintiff's rights as modified by the special resolution.