A passenger elevator is one used for passengers, although also used for freight: *Wilmarth* v. *Pacific Mutual*, 168 Cal. 536 (1914). It was here held that the words "passenger elevator" are to be construed in their ordinary and popular sense, hence the evidence that among manufacturers of elevators, the term had a definite meaning and that an elevator used for the carriage of both passengers and freight was not a "passenger elevator" was properly excluded.

Where the body of the insured when injured was not wholly within the elevator, and the policy covered injuries "while riding in an elevator," it was still held to apply: *Ætna Life Assurance Co.* v. *Davis*, (1911), 191 Fed. 343.

A similar decision was rendered in *Depve* v. *Travellers Assurance Co.*, (1909), 166 Fed. 183, where the policy covered loss of life as a result of "bodily injuries effected while in a passenger elevator"; no one saw the accident; the body of the insured was found hanging head downward in the elevator, having been caught between the roof of the elevator and the floor of the building.

Where a policy insured against death or injuries resulting "while riding as a passenger in a place regularly provided for the transportation of passengers within a public conveyance," and the insured was injured while attempting to board a moving street car, but before he had entered the same, the company was released from liability: *Mitchell* v. *German Commercial Accident Co.* (1913), 161 South Western Reporter 362.

A transfer company renting picnic waggons was held not to be a common carrier; a common carrier being one who undertakes for a consideration to carry indiscriminately passengers as long as there is room in the conveyance, nor is a livery man a common carrier within the meaning of a clause in a policy covering insured while riding "as a passenger in a public conveyance, provided by a common carrier for passenger service:" *Georgia Life Insurance Co.* v. *Easter*, 66 Southern Reporter 514 (1915).

A similar decision was rendered in a case where the policy covered the insured "while a passenger in or on a public conveyance" and he was pushed by persons getting off an express train and fell between the platform and the train: *Rosenfeld* v. *Travellers Assurance Co.*, 161 N.Y. Supplement 12 (1916).

Where the clause read "while riding as a passenger in a railway passenger car" it was held that this provision was broad enough to cover death by being thrown from the platform of a passenger train, while passing from one car to another, the word "in" being interchangeable with "on": *Schmohl* v. *Travellers Assurance Co.*, 189 South Western Reporter 597 (1916).

Where a policy read that no benefit would be paid for injuries received "while the insured was on a locomotive, freight car or caboose used for passenger service," and it was proved that the caboose, in which he was riding at the time of his death was used solely for railway employees and drovers in charge of live stock shipments, it was held that it was not "used for passenger service," in the common and ordinary meaning of the term: *Standard Accident Assurance Co.* v. *Hite*, 132 Pacific Reporter 333 (1913).

A taxicab has been held to be a public conveyance: *Primrose* v. *Casualty Co. of America*, 81 Atlantic Reporter 212 (1911).

Under this last case an annotation will be found in 37 L.R.A. (n.s.) 618, dealing with the scope and construction of a provision for indemnity in case