

contradictory because, in explaining the method in which the estimate was made, a result somewhat different from the amount so stated is obtained. (3) Where a policy provides that the company will not be liable thereunder "for loss or damage caused by the working of mechanics, nor for the use of kerosene, unless permitted hereon in writing," a recovery thereon cannot be defeated on the ground that lamps were filled with kerosene by the assured in the evening, and by artificial light, unless it appears that the loss was caused thereby. (4) In an action on a policy which provides that the assured must make diligent effort to save his property, whether any part of the loss was due to his neglect to make such efforts is a question for the jury, and their determination thereof will not be disturbed on appeal. (5) When a policy provides that the proof of loss thereunder must set out the written portions of other policies on the same property, such requirement is substantially complied with by specifying the other policies by name, with the amount of the risks, and describing them as covering the same property, and as concurrent with the policy under which claim is made, the written portions of which were set out. (6) A condition in a policy that the certificate of the notary nearest the fire must be furnished with the proof of loss, if required, is not violated by the neglect of the assured to furnish the certificate, unless the insurer formally required such certificate to be furnished. (7) A statement in the proof of loss that the origin of the fire was unknown is a sufficient compliance with a requirement in a policy that the proof of loss must show when and how the fire originated. (8) In an action on a policy which provided that the assured should, on proof of loss, furnish original and certified copies of bills of invoice, if required by any person appointed by the company, it appeared that the assured made his proofs of loss, and forwarded them to the company; that, forty-five days after, the company notified him his proofs were defective, but made no request for further proof; that subsequently he went to the office of the company with his bills and vouchers, and offered them for examination, or to arrange a day for the examination, which the com-

pany refused to do. *Held*, that this was a waiver of the right to demand such bills of invoice, which could not be cured by a demand made four months after the proof of loss was submitted, and fixing no time when such bills should be submitted.—New York Court of Appeals, Oct. 29, 1889. *Jones v. Howard Insurance Co.* (Affirming 45 Hun, 594.)

COVERING UP CRIME.

"When I was a young man," said Ira Lee to the writer, "I had a lesson in covering up crime that nearly took my life, and has lasted me ever since; and as I look back on that dark and dreary winter night, it seems like a dream of Rider Haggard's, so full is it of terrible tragedy.

"I had kept a little cross-roads store and sold a little cider to my customers for a long time, when one day an evil genius induced me to add beer to my little stock of merchandise, and I bought a small barrel, and began to sell it in large glasses for a sixpence each. One dark cold night about nine, a tall coarse-looking stranger entered, and called a second time for beer, and grew boisterous, till finally a third glass was drunk, and he became drowsy and stupid.

"He lived some three miles away, and the road was banked high with snow, and dangerous to one in his condition, and I realized it. Finding him almost asleep, and not desiring to turn him out to freeze, I concluded to make up a bed of buffalo robes in the cellar, and let him rest till morning.

"I had made his 'bunk' and led him to the cellar-way all right, when he suddenly stumbled and fell head-first down the stairway, striking on his head on the cellar floor at the bottom, where he lay in a lifeless heap, bleeding terribly, with his head curled under him.

"I hurriedly placed him upon the bed, and was about to apply some restoratives when the store door opened, and I was forced to go up and meet a customer, who stayed and stayed until I thought he never would go, and finally left me.

"Going once more to my man, who lay lifeless and silent, I began to realize the awful risk I was running. Instead of calling