

any public passenger conveyance provided for the exclusive use of passengers and propelled by steam, compressed air, gasoline, cable or electricity, or while riding as a passenger on board a steam or gasoline vessel licensed for the regular transportation of passengers, and such injuries shall be due directly to or in consequence of the wrecking of such car or vessel," does not include an accident while attempting to leave a passenger elevator in a privately owned building. It is from the words and the context not from the punctuation that the sense must be collected.

ANNOTATION ON ABOVE CASE FROM 44 D.L.R.

Insurance—Polices Protecting While "Passengers in or on Public and Private Conveyances."

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The liability of insurers under policies protecting insured while "passengers in or on public or private conveyances" has been the subject of frequent judicial consideration.

Public conveyance naturally suggests a vessel or vehicle employed in the general conveyance of passengers; private conveyance suggests a vehicle belonging to a private individual: *Ripley v. Hartford Passenger Assurance Co.*, (1872), 16 Wall (U.S.) 336, 479.

In *Oswego v. Collins*, (1885), 38 Hun (N.Y.) 171, an omnibus was declared not to be a public conveyance.

In *Ripley v. Railway Passenger Assurance Co.*, 20 Federal Cases, No. 11854, it was held that "travelling by private conveyance" includes self-locomotion; it would have been different if the clause had read "travelling in"; see 9 Cyc. p. 863, Vo. Conveyance.

The paymaster of a railroad company travelling from station to station, and stopping between them to pay the employees, is not while doing so a passenger in a conveyance: *Travellers Assurance Co. v. Austin*, (1902), 94 Am. St. Rep. 125.

One injured while attempting to alight from a moving electric street car is to be regarded as having been injured "while riding as a passenger" in the car: *King v. Travellers' Assurance Co.*, (1897), 65 Am. St. Rep. 288.

Where the terms of the policy read "riding as a passenger in a passenger conveyance" an injury received while riding on the platform of a car is not within the condition: *Aetna Life v. Vandecar*, (1898), 86 Fed. 282; *Van Bokkelen v. Travellers Assurance Co.*, (1901), 167 N.Y. 590.

Where a passenger on invitation of the railroad superintendent left a coach to ride on the engine, and while so riding was killed, he did not thereby lose the character of a passenger, and the engine was part of the conveyance: *Berliner v. Travellers Assurance Co.*, (1898), 66 Am. St. Rep. 49.

Where the clause read that the insured was protected while riding as a passenger "in or on a public conveyance" and the insured was killed by being thrown from the platform of the car, the company was condemned: *Preferred Accident Insurance Co. v. Muir*, (1904), 126 Fed. 926.