

six months thereafter, as a condition precedent; and the insured, a tugboat engineer, disappeared November 9, 1892, and his body was found in the water near the tugboat, April 19, 1893, and notice of death was furnished May 26, 1893, and proof thereof July 12, 1893; it showed a reasonable compliance with the terms of the policy.—*Kentzler v. Am. Mut. Acc. Assn.*, 60 N. W. Rep. 1002.

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THE Supreme Court of Wisconsin has held in *Lord v. American Mut. Acct. Assn.*, Rep. 293, that it is for the jury to determine whether a total loss of three fingers and a part of another on the same hand, destruction of the joint of the thumb, and a cutting of the hand, is a loss of the hand "causing immediate, continuous, and total disability," within the meaning of that clause in a policy of accident insurance. This contrasts very strongly with the indefensible position of the Supreme Court of New York, that when the plaintiff's hand was cut off a short distance above the knuckles, leaving nearly the whole palm, and part of the second joint of the thumb, which the plaintiff testified was of considerable use to him, it was not a loss of "one entire hand," within the meaning of an accident policy.—*Sneek v. Travellers' Ins. Co. of Hartford*, 30 N. Y. Suppl. 881. *Bradley, J.*, dissented, as well he might.

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FIRE—An agent who has entire charge of the insurance upon property of his principal may accept notice of the cancellation of a policy, and procure substitute insurance upon the same property in another company,

without previous notice to his principal, and the policy last issued will be valid.—*Buick v. Mechanics' Ins. Co.*, Mich., 61 N. W. Rep. 337.

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AN insurance policy covered a barn and tool house and the "contents in same." After the policy was taken the contents were removed and stored in a new barn which was uninsured. The latter, together with all it contained, was destroyed by fire. Held, that the policy did not cover the articles when removed, as place and location are of the essence of the risk. *Benton v. Farmer's Mut. Ins. Co.* 3 Mich. L. J. 322.

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IN the opinion of the Supreme Court of Illinois, when an insurance company, by its adjuster, on being requested to rebuild a house destroyed by fire, unconditionally refused to do so, and stated that it would pay the amount of loss when the same was determined by arbitration. The company elected to pay the loss, and waived its right to rebuild. *Platt v. Aetna Ins. Co.*, 38 N. E. Rep. 580.

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A PROVISION in a fire insurance policy provided for the selection by the company and insured of two appraisers, who in turn should appoint an umpire, such umpire to be a person known to both parties. Where the conduct of the company's appraiser in refusing to agree on an umpire is inexcusable, and virtually amounts to a refusal to proceed with the appraisal, the fact that it was not concluded before suit was brought will not bar an action on the policy. *Brock v. Insurance Co.* (Dec. 7.) Sup. Ct. Michigan.

BOOK REVIEWS.

CRANKSHAW'S GUIDE TO POLICE MAGISTRATES.*

The general plan of this work is given in the preface: "After a short introduction on

*A Practical Guide to Police Magistrates and Justices of the Peace, with an alphabetical synopsis of the Criminal Law, and an analytical index by James Crankshaw, B.O.L., Advocate and Revising Barrister; author of "An Annotated Edition of the Criminal Code of Canada, 1892."

the origin of the office of a Justice of the Peace, and the growth of the institution to its present state of importance, the work is divided into four divisions. The *First* treats of the modes of and the formalities attending the appointment of Justices of the Peace and Police Magistrates, and of their respec-

Montreal: Whiteford and Theoret, pp. 700; cloth \$5.50; half-calf, \$6.00.