their business he would look after it and see that it was properly placed, etc. He placed their insurance in January of 1900, and in December arranged the renewals. Then, in January, 1901, he was requested to place a further line of $500 on the machinery. This he did, but neglected to advise the other companies of the additional insurance. A fire having taken place, the companies made use of this fatal omission to force a settlement, and the milling company was paid $1,000 less than they would otherwise have received. They then sued the insurance agent, and recovered judgment for the $1,000 so deducted, as being the damage caused by him. In the Court of Appeal the agent urged two reasons why he should not be asked to bear this loss: First, if he promised to give notice of further insurance the agreement was gratuitous and without consideration; and secondly, there had been a change material to the risk, as a gasoline engine had not been in use for some time, and that it was for this reason that the companies insisted on deducting the $1,000 when the loss was settled. Quoting from the judgment of Mr. Justice Osler, it would appear that nothing was said of giving notice when the agent was first asked to procure the additional insurance, but before the business was concluded, and while the plaintiffs might still have withdrawn, they required the agent to give the notice, and he undertook to do so. He might have refused to assume the duty, and the plaintiffs would then have known that they must look after it themselves. But the whole business having been ultimately intrusted to and assumed by the agent, before any part had been completed, the milling company have the right to complain that the agent acted negligently. The transaction is rightly to be regarded as one of mandate, so that if the agent had not entered upon the execution of the business entrusted to him, he would have incurred no liability. But it is well established that one who enters upon the performance of a mandate, or gratuitous undertaking, on behalf of another, is responsible not only for what he does, but for what he leaves unfulfilled, and cannot rely on the want of consideration as an excuse for the omission of any step that is requisite for the protection of any interest entrusted to his care. In connection with the second reason, the evidence showed, that it was the item of insurance on the gasoline engine, which formed the subject of the deduction, and it was tolerably clear that very little confidence was felt by the insurance companies in the second objection, and if it had been the only one, they would not have pushed it so far as to resist payment of the claim. The controlling objection was that of the omission to give notice of the further insurance. It was this only which placed the plaintiffs in the companies' power, and enabled them to dictate the terms on which they chose to settle the loss. (Baxter and Galloway Company v. Jones, 2 Ontario Weekly Reporter, 573).

ACCIDENT INSURANCE, OCCUPATION, SUICIDE.—The Kentucky Court of Appeals decides, that where an assured in an accident policy is found dead, under circumstances indicating either accident or suicide, the presumption is against suicide.

The assured, on his return from a hunting trip, announced that he would clean a couple of guns, and shortly after taking them to his room, was killed by the discharge of one of them. One of the guns lay on the floor near him, containing one empty and one loaded shell, and the wound was in his breast. The court of appeal decided that the finding, in the lower court, that he had not voluntarily exposed himself to unnecessary danger, within the terms of the policy was warranted. The assured was a druggist by occupation, and it was further held that a provision of the policy limiting liability in the case of the hazardous occupation of hunting had no application. (Union Casualty Company v. Goddard, 76 Southwestern Reporter 832).

ACCIDENT INSURANCE, DEATH FROM EATING SPOILED OYSTERS.—In this case an assured under an accident policy died from eating spoiled oysters, and his widow obtained a judgment under which the insurance company was ordered to pay the amount of the policy. The Supreme Court of Texas reverses this. It holds as follows:

While an accident insurance policy should be construed most favourably to the beneficiary, so as to make the company responsible for the loss, if the policy is fairly susceptible of such construction, yet it cannot be so construed as to make a new contract in disregard of the plain and unambiguous language used by the parties.

A policy insuring against bodily injuries sustained through external, violent or accidental means, but excepting from its operation, injuries resulting from poison or anything otherwise taken, save by choking in swallowing, does not insure against death caused by the voluntary eating of spoiled oysters, whether the oysters were poisonous or not, or whether they were taken accidentally or not. (Maryland Casualty Company v. Hudgins, 76 Southwestern Reporter 745).

PROPERTY RIGHT IN STOCK QUOTATIONS.—The effort of the Board of Trade of Chicago, to prevent the giving out of its stock quotations to other companies, has been terminated adversely to it by the Circuit Court of Appeals in that city. The conclusion of the court is, that the Board of Trade is not entitled to invoke the aid of a court of equity to protect its claimed property rights in the quotations made on the transactions of its exchange, in view of the fact that it was proved that at least eighty-five per cent. of these transactions were made on margins or deals, in which it was not intended to make a future delivery of the article nominally dealt with, but which were