15. The cycle as a subject of insurance—A person who is injured while riding in a bicycle race cannot be said, as a matter of law, to be disabled from recovering under a policy of accident insurance which provides that it "shall not extend to or cover . . . . injury resulting from . . . . voluntary over-exertion, either voluntary or unnecessary exposure to danger, or to obvious risk of injury." (*a*)

In a Scotch case, briefly referred to in the Law Times, July 11, 1896, p. 252, the payment of a policy of insurance upon the life of a bicyclist who was killed while riding, was successfully resisted, the trial judge holding the terms "passenger train, passenger steamer, omnibus, tramcar, dog-cart, waggonette, coach, carriage or other passenger vehicle" did not cover a bicycle any more than a pair of skates.

A corporation which is chartered "for the purpose of the accumulation of a fund by assessments for the protection of its members from loss by reason of injury to or the losing of bicycles," and which does not agree to pay money for any loss, but merely to clean and repair the wheels, and replace them, if lost or stolen, is not an insurance company. Hence the fact that it was not chartered under the provisions of a statute under which alone the business of insurance can lawfully be carried on is not a ground for forfeiting its charter. (*b*)

16. When a bicycle is a necessary for a minor—A judge sitting both as court and jury may properly find that a racing bicycle worth £12 10. 0. is a necessary for the infant apprentice of a scientific instrument maker, earning 21s. a week and boarding with his parents, where it is in evidence that the use of bicycles by persons in his position was common in the neighbourhood. (*a*)

(*a*) *Keeffe* v. *Nat. Acc. Soc.* (1896) 4 App. Div. (N.Y.) 392. Non-suit held to have been properly denied.

(*b*) *Comm.* v. *Provident, &c., Ass'n* (1897) 178 Pa. 636. The Court relied both upon the general consideration that the prevailing feature of insurance policies, as they exist in practice, is that, for a certain specified premium, the insurer undertakes to pay a certain sum on the happening of a definite event, and on the particular consideration that this was the aspect of insurance which was emphasized in the Insurance Statute of Pennsylvania. It was regarded as manifest that, in view of the terms of this legislation, an association which did not specify any amount in its policy could not successfully ask for a charter thereunder, the necessary consequence being that the defendant was not obliged to have a charter which it could not obtain.

(*a*) *The Clyde Cycle Co.* v. *Hargreaves* (1898) 78 L.T. Rep. 296.

C. B. LABATT.