

action was brought to restrain them from so doing as being a violation of the agreement. The Supreme Court of Newfoundland held that the plaintiffs were entitled to an injunction, but the Judicial Committee of the Privy Council (Lords Macnaghten, Collins and Shaw and Sir A. Wilson) reversed that judgment, being of opinion that the grant of an exclusive right to the telegraph company to erect and work wires did not preclude the railway from also erecting wires for the purposes of its own business.

FIRE INSURANCE—POLICY—EXEMPTION FROM LIABILITY IN CASE GASOLINE IS STORED ON PREMISES—CONSTRUCTION—"STORED OR KEPT."

In *Thompson v. Equity Fire Insurance Co.* (1910) A.C. 592, the Judicial Committee of the Privy Council (Lords Macnaghten, Atkinson, Shaw and Mersey,) have reversed the decision of the Supreme Court of Canada. The case turns on the construction of a policy of fire insurance which exempted the insurers from liability in case gasoline should be "stored or kept" on the premises insured. It appeared that the fire was caused by a small quantity of gasoline in a stove which was being used for cooking purposes, no other gasoline being in the building. The judge at the trial considered that "stored or kept" connoted something in the nature of dealing in such articles or having a storehouse therefor. The Ontario Court of Appeal affirmed this judgment, but the Supreme Court by a majority reversed it. The Judicial Committee agreed with the judge at the trial and the Court of Appeal.

MARINE INSURANCE—INSURANCE AGAINST TOTAL LOSS OF CARGO "BY TOTAL LOSS OF VESSEL"—CONSTRUCTION.

Montreal Light, Heat and Power Co. v. Sedgwick (1910) 598. This was an action on a policy of insurance on a cargo of cement against total loss "by total loss of vessel." The cargo consisted of cement, the vessel was a barge and had been wrecked and practically, if not entirely, submerged, whereby both the vessel and cargo became a total loss and were abandoned as such. The defendants contended that the barge might have been restored to as good order and condition as she was in prior to the disaster for \$1,046.48 and that a portion of the cargo could have been salvaged. The jury found in effect that the loss covered