*SUPERIOR COURT—MONTREAL.**

Father and children—Maintenance—Fault of father—C. C. 166.

Held, That the obligation of children to maintain their father, mother and other ascendants who are in want (C. C. 166), does not cease when the necessitous condition of the parent is caused by his own fault. The intemperance of an aged father does not constitute a valid ground for refusing to maintain him. *Arless* v. *Arless et al.*, In Review, Johnson, Gill, Loranger, JJ., Jan. 31, 1887.

Obligation with term—Loan of money at interest—C. C. 1091.

Held, Where money is loaned at interest, the term is presumed to be stipulated in favor of the creditor as well as of the debtor. *Ouimet* v. *Ménard*, in Review, Johnson, Papineau, Loranger, JJ., June 12, 1886.

COURT OF QUEEN'S BENCH—MONTREAL.†

Master and Servant—Personal Injuries—Negligence of Foreman.

The plaintiff (respondent) was employed in one of two gangs of men who were engaged in discharging defendant's steamship. After the gang to which plaintiff belonged had been dismissed for lunch, the foreman of the other gang called for volunteers to assist in removing a heavy iron girder. The respondent volunteered, and while assisting, was injured in consequence of the girder toppling over. The accident was attributable to the negligence of the foreman in charge.

Held, (affirming the decision of TORRANCE, J.) 1. That masters and employers are responsible for the fault and negligence of the foreman placed in authority by them, whether the damage be caused to a fellow servant or not.

2. The fact that the plaintiff, while in the employment of the defendants, volunteered for the particular service in which he was engaged when injured, does not relieve the employer from responsibility. *Allan et al.*, appellants, and *Pratt*, respond., March 18, '87.

* To appear in Montreal Law Reports, 3 S. C.

† To appear in Montreal Law Reports, 3 Q. B.

SUPREME COURT OF THE UNITED STATES.

March 7, 1887.

ACCIDENT INSURANCE COMPANY OF NORTH AMERICA v. CRANDAL.

Insurance—Accident—Suicide when insane.

An insurance against "bodily injuries, effected through external, accidental and violent means," and occasioning death or complete disability to do business, and conditioned not to "extend to death or disability which may have been caused wholly or in part by bodily infirmities or disease, or by suicide or self-inflicted injuries," covers a death by hanging oneself while insane.

In error to the Circuit Court of the United States for the Northern District of Illinois. (See 9 Legal News, 138.)

This was an action against an accident insurance company upon a policy beginning thus: "In consideration of the warranties made in the application for this insurance, and of the sum of fifty dollars, this company hereby insures Edward M. Crandal, by occupation, profession or employment a president of the Crandal Manufacturing Company," in the sum of ten thousand dollars, for twelve months, ending May 23, 1885, payable to his wife, the original plaintiff, "within thirty days after sufficient proof that the insured at any time within the continuance of this policy shall have sustained bodily injuries, effected through external, accidental and violent means within the intent and meaning of this contract and the conditions hereunto annexed, and such injuries alone shall have occasioned death within ninety days from the happening thereof, or the insured shall sustain bodily injuries by means as aforesaid, which shall, independently of all other causes immediately and wholly disable and prevent him from the prosecution of any and every kind of business pertaining to the occupation under which he is insured, then on satisfactory proof of such injuries, he shall be indemnified against loss of time caused thereby in the sum of fifty dollars per week for such period of continuous total disability as shall immediately follow the accident and injuries