

J., he ng in th ent his u-ee he by ed ng re le ot
question for the decision of North, J., was whether this had the effect of revoking the previous appointment, so that under the Wills Act, s. 27 (R.S.O., c. 109, s. 29), the land in question would pass under the general devise as being a new appointment. This question, North, J., determined in the negative. At page 675 he says, "Wherever there has been a complete appointment under a power, an appointment which entirely disposes of the property, you must get rid of that appointment in some way or other before any further appointment can be made"; and he held that the mere making of a general devise of the property in a subsequent will could not be construed as a revocation of an appointment previously made.

Notes on Exchanges and Legal Scrap Book.

ESTATE BY ENTIRETY—DIVORCE.—An estate by the entirety is converted by absolute divorce into a tenancy in common (*Stelz v. Shreck*, N.Y. Court of Appeals, October, 1891).

ACCIDENT INSURANCE—INJURY BY CARELESSNESS.—The deceased, while running towards an approaching train to get the mail bags, stumbled and fell against a moving engine. In an action to recover under a policy of insurance which contained a clause insuring against death or other injury resulting from "external violence and accidental means," it was held that the plaintiff could recover; that the efficient and proximate cause of the death was the accident, and that the injury was not caused by a voluntary exposure to unnecessary danger, which was one of the exceptions not covered by the policy. In this case the court said (*Equitable Accident Insurance Co. v. Osborne*, 9 *Southern Reporter* 869): "Exceptions of this kind are construed most strongly against the insurer, and liberally in favor of the insured. This is now the settled rule for construing all kinds of insurance policies, rendered necessary, especially in modern times, to circumvent the ingenuity of the insurance companies in so framing contracts of this kind as to make the exceptions unfairly devour the whole policy."

NOTICE REQUISITE IN WEEKLY TENANCIES.—Notice always has reference to the letting. Thus in a letting from week to week a clear week's notice, expiring on the day the rent becomes due, will be sufficient. That is the rule laid down in a popular text-book for every one. It does not seem, however, to have been followed in a recent case at Stockport, where a blacksmith was in the employment of a railway contractor who was constructing a railway, and occupied one of the huts provided for the convenience of the workmen. Plaintiff's tenancy began on a Thursday. The site of the hut being required for the erection of a station, notice was given on a Saturday to the plaintiff requiring him to give up