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which so aggravated her illness that she died a few days later. *Held*, that defendant was liable, though deceased suffered no immediate personal injury, and her death was due solely to fright and excitement.

The case of *Herter v. Mullen, et al.*, 53 N. E. 700 settles the question of the tenant's right to hold over without a renewal of the lease, provided the delay was caused by serious illness in the family.

Defendant denied right to recover on the ground that there was no immediate personal injury suffered by Mrs. Preiser. In *Spade v. R. R. Co.*, 47 N. E. 89, it was held that recovery could be had when "gross carelessness or utter indifference to consequences" was shown. And since the landlord was a wrong-doer, the court was justified in reversing the decision of the lower court.

LICENSES—NON-PAYMENT—PUCKETT v. FORE, 27 South Rep. 381 (Miss.).—Where plaintiff sold goods to defendant, taking notes and mortgage therefor, one of which notes being for merchandise sold during a time when plaintiff had not paid his privilege tax for conducting business, *held*, non-collectible.

The court fails to recognize a distinction frequently laid down, that where the tax is laid simply for raising revenue, the purchase money of a sale is collectible. *Larned v. Andrews*, 106 Mass. 435, but when the nature of the license is prohibitory, no recovery may be had. *Miller v. Post*, 1 Allen 434.

LIENS—DUE PROCESS OF LAW—INTERSTATE COMMERCE—LINDSAY & PHELPS CO. v. MULLEN, 20 Sup. Ct. Rep. 325.—*Held*, a Minnesota statute was constitutional, giving surveyor general a lien upon all logs in any boom, under which plaintiff's logs were seized and held to answer for charges assessed against the whole boom, although plaintiff's logs formed only a part of said boom. The majority of the court gave the following reasons: (1) it was within the power of the legislature; to require the officer to stand watch at the exit of the boom and collect his fees from each log owner would be unreasonable; (2) was not taking property without due process of law, the plaintiff having voluntarily put his logs in the boom; (3) nor was it a burden upon interstate commerce, but rather facilitated it.

In dissenting, Peckham J., with whom three others concurred, argued that the log owner was practically compelled to put his logs in the boom; under these circumstances to seize them for another's debt leaves no doubt of its utter illegality; and a State regulation that confiscates property engaged in commerce for the debts of another is clearly a restriction upon interstate commerce.

LIFE INSURANCE — SUICIDE — EVIDENCE — SUFFICIENCY — SOVEREIGN CAMP WOODMEN OF THE WORLD v. HALLER, 56 N. E. 255 (Ind.).—A provision in an insurance policy was as follows: "If the member holding this certificate shall \* \* \* die by his own hand \* \* \* this certificate shall be null and void." The insured, a hard drinker, whose family relations were unpleasant, disappeared after being served with notice of divorce proceedings begun by his wife. His body, without marks of violence upon it, was found in a stream. *Held*, that the evidence excluded with reasonable certainty any hypothesis of death by any other cause than suicide. Robinson, J., dissenting.

The court in this case apparently takes little notice of the fact that in most jurisdictions courts are very reluctant to find that a man died by his own hand when there can be the slightest doubt. The legal presumption is that when death is referable to either cause, it was due to accident and not to self-destruction. *Travelers Ins. Co. of Hartford, Conn., v. Nicklas*, 41 Atl. 906. Where a provision in an insurance policy states that the company is relieved from liability for deaths from suicide, the burden is on the insurer to show the violation of an otherwise valid policy. *Malicki v. Chicago Guaranty Fund Life Soc.*, 77 N. W. 690 (Ill.).