Palace Car Co. v. *Gaylord*, Ct. App. Ky., Oct. 29, 1884; 8 Ky. L. Rep. 279.

Fire Insurance.—Where the owner of a dwelling, who, after a tenant has vacated the premises, moves his furniture into and cleans up the house with an intention of making it his residence, but during that time does not actually occupy it at night, subsequently leaves it temporarily on business, and puts a party in possession until his return, the house cannot be considered as "vacant or unoccupied," within the meaning of a clause in the policy providing that if the insured building shall "be or become vacant or unoccupied" the policy shall be void unless consent in writing is indorsed thereon; and he will be entitled to recover for a loss occurring during such temporary absence.—*Shackleton* v. *Sun Fire Office*, Sup. Ct. Mich. N. W. Rep. Dec. 6.

Public Sidewalks.—A public sidewalk is a portion of the public highway, and the owner or one in possession of a lot or building cannot be required to remove snow and ice from the sidewalk thereto. A city ordinance requiring this to be done is void.—*Chicago* v. *O'Brien*, S. C. Ill., Sept. 27, 1884; 18 Rep. 587.

Stock Speculation.—Contracts for speculations in stocks upon margins, when the broker and the customer do not contemplate or intend that the stock purchased or sold shall become or be treated as the stock of the customer, but the real transaction is a mere dealing in the differences between prices; that is, in the payment of future profits or losses, as the event may be, are contracts of wager, dependent on a chance or casualty. Such contracts, if made in this State, are unlawful, and securities given therefor are void by force of the provisions of "the Act to prevent gaming." Such contracts, though made in another State, where they are to be presumed to be lawful and enforceable, will not be enforced here; at least against residents and citizens of this State, because their enforcement would violate the plain public policy of this State on the subject of gambling and betting evinced by the statute above mentioned. In this respect, such contracts are excepted from the rule of comity, which requires the enforcement by the courts of one State of contracts made in another, if valid by the *lex loci contractus.*—*Flagg* v. *Baldwin*, New Jersey Ct. of Error and Appeal.

FIRE ESCAPES.

The Supreme Court of New York in the late case of the Fire Department of the City of New York, respondent, *v.* Albert P. Sturtevant *et al.*, appellants, which was an appeal from an order of the Special Term authorizing and directing the respondent to place upon the hotel of the appellants certain fire escapes, as especially directed in the order, decided that the powers conferred by statute upon the Fire Department of the City of New York to require, by proper notice, the construction of fire escapes in and upon hotels, are clearly constitutional, and are to be exercised in accordance with the sound discretion of the department; and courts of justice will not interfere with the exercise of these powers, unless that exercise is clearly improper. Such proceedings are not open to the objection that the party affected is deprived of his property without due process of law; nor is the right of trial by jury preserved to him therein, or in any just sense applicable thereto. The powers referred to are given to the Fire Department, and the action and direction of the department as such, and not of one of its subordinate officers or bureaus is required.—*Boston Law Record.*

GENERAL NOTES.

THE ADVANTAGES OF ARBITRATION.—"The English profession and the public," says the *New York Daily Register*, "are discussing, with considerable vivacity, the question whether the supposed reform in judicial organization and procedure is really an improvement or not. Some are of opinion that the result has been to render litigation more expensive and to deter the business community from resorting to it. Others attribute the slackness of business to other causes. In this state of things, renewed interest is taken in the question of arbitration as a substitute for litigation, and perhaps as a preliminary. The business view of the question was well illustrated in a trial in this city some time ago, in a commercial cause that had been tried very closely, occupying the greater part of a week. When the defendant came to his part of the case, his affirmative defence was a former adjudication by award. The arbitration and award being proved, the witness who testified to them was asked incidentally how long they were trying the arbitration. 'About fifteen minutes,' was the answer. The jury laughed, and brought in a verdict for defendant."