

ment was held untenable. The weight of the decisions seems to be in favour of the view that a covenant to insure does not run with the land. The grantee of the mortgagee may insure without being bound by the covenant of the latter. The mortgagee acquires no lien upon the proceeds of the policy. This is the decision in *Reid v. McCrum*, 89 N. Y. 592. In *Nordyke v. Gery* (Ind.), 13 N. E. Rep. 683, the mortgagors had effected an insurance which was accepted by the mortgagee as a compliance with the covenant; and it was held that his failure to collect the money through the insolvency of the insurance company or other causes, does not give him a lien upon other insurance on the same property. But in this case the mortgagee had distinctly accepted the insurance as a compliance with the covenant. Several cases are cited in the article referred to, which show that the lien will attach to insurance existing at the time the mortgage is given. Numerous cases, also, maintain that in the absence of any agreement on the part of the mortgagor to insure for the benefit of the mortgagee, the latter can lay no claim to the insurance money, but an oral agreement to that effect is sufficient.

THEFT OF LETTERS.—In *United States v. Denicke*, 35 Fed. Rep. 407, it was held that a decoy letter with a fictitious address, which therefore cannot be delivered, is not "intended to be conveyed by mail," within the meaning of the statute of embezzlement. Speer, J., said: "It seems to come most clearly within the decision of Judge Neuman in the case of *United States v. Rapp*, 30 Fed. Rep. 818. In that case a 'nixe'—that is, a letter addressed to a fictitious person, or to a place where there was no post-office—was placed in what is known as the 'nixe basket,' a receptacle for unmailable matter. This was to be forwarded to the dead-letter office. This was held by the court not to be mail matter within the meaning of sections of 5467, 5469, of the Revised Statutes. It was held distinctly not to be matter intended to be conveyed by mail, and Judge Neuman uses this language: 'I do not believe that under this section it can be held that the packet was intended to be conveyed by mail, when the proof in this case for the Government shows that there was no such intention. I must,' said the learned judge, 'construe the language of this criminal statute by a rule of law that is axiomatic, strictly in favour of the defendant. See *United States v. Whittier*, 5 Dill. 35, and cases cited. But considering it according to its fair and ordinary meaning, can the words 'mail matter' be held to include this package? I think not. And this last view of the matter, in my opinion, applies to both of these cases. As stated above, I think the whole of this law . . . refers to mail under the protection of the Government, or the postal authorities as such. I do not hold that what is called under the testimony in this case a 'decoy' or 'test' letter, or the contents thereof, might not, when regularly mailed, be the subject of embezzlement, and punishable under this section, but I think it should get into the mail in some of the ordinary ways provided by the postal authorities, and become fairly and reasonably part of the mail matter under the control of