

by whose advice some of the questions were truly answered. *Held*, that the physician was not the insurer's agent to fill out the application, and that they were not bound by his acts.—*Flynn v. Equitable L. Assurance Society*, 67 N. Y. 500.

2. An assignment of a policy of life insurance to one who had no interest in the life of the assured, *held*, valid.—*Clark v. Allen*, 11 R. I. 439.

*Insurance (Marine)*.—A vessel was insured at and from Honolulu, via Baker's Island, to a port of discharge in the United States, "the risk to be suspended while the vessel is at Baker's Island loading." *Held*, that extrinsic evidence was admissible to show that Baker's Island was a dangerous anchorage, with no harbor, visited only for the purpose of loading guano; and that, in view of these facts, the effect of the policy was to suspend the risk while the vessel was at the island, whether actually engaged in the process of loading or not.—*Reed v. Merchants' Ins. Co.*, 95 U. S. 23.

*Interest*.—An agent had in his custody for many years, among other property of his principal, a bond made by himself to the principal. He computed the interest, and compounded it every year, and charged the amount against himself on his books; and, at the termination of his agency, stated an account with his principal, including the amount so due on the bond with compound interest. He had made payments from time to time on the bond, which would have more than satisfied it if simple interest only had been reckoned on it. In an action on the account stated, *held*, that no promise to pay compound interest was implied by the statement, or, if any was implied, that it was without consideration.—*Young v. Hill*, 67 N. Y. 162.

*Judge*.—A prisoner convicted and sentenced by a judge who had been regularly appointed, and who had continued to act as such publicly, no other person having been appointed in his stead, sought to be discharged by *habeas corpus*, on the ground that the judge was disqualified under the Constitution, by reason of having taken a seat in the legislature. *Held*, that he was at any rate a judge *de facto*, and that his title could not be inquired into on this process.—*Sheehan's Case*, 122 Mass. 445; *Ex parte Call*, 2 Tex. Ct. App. 497, s. p.

*Judgment*.—After a general verdict of guilty on an indictment containing several counts for distinct offences, the prisoner was sentenced on some of the counts to imprisonment, and was imprisoned, and the case was not continued. *Held*, that he could not be brought up at another term, and sentenced on another count, though the first sentence was erroneous.—*Commonwealth v. Foster*, 122 Mass. 317.

*Jury*.—The judge presiding at a criminal trial set aside a juror as unfit, of his own motion, without challenge by either party. *Held*, proper.—*State v. Lartigue*, 29 La. Ann. 642.

*Larceny*.—1. The prisoner sold an impounded horse, claiming to own it, but in fact knowing that he had no right to it; and the purchaser took it away from the pound. *Held*, that the prisoner was guilty of larceny.—*State v. Hunt*, 45 Iowa, 673.

2. The prisoners, by fraudulent devices, and with felonious intent to convert the prosecutor's money to their own use, induced him to deliver it temporarily, for a specific purpose, to one of them, and then, without his consent, converted it to their own use. *Held*, that they were guilty of larceny.—*Loomis v. People*, 67 N. Y. 322.

*Lease*.—See *Insurance (Fire)*, 1, 5, *Tax*, 2.

*Legacy*.—See *Devise and Legacy*.

*Limitations, Statute of*.—An indorsement of part payment on a note was written, but not signed, by the maker; it being orally agreed between him and the holder that such indorsement should be deemed a payment; but no money or other valuable consideration was actually paid. *Held*, that such indorsement would not take the note out of the Statute of Limitations.—*Blanchard v. Blanchard*, 122 Mass. 558.

*Lost Property*.—Plaintiff bought an old safe, and left it with defendant to sell, permitting him to use it in the mean time. On examining it, defendant found a roll of bank-bills hidden between the outer casing and the lining. *Held*, that, as against plaintiff, he had a right to keep the bills.—*Durfee v. Jones*, 11 R. I. 588.

*Master and Servant*.—1. A servant of a railway company, employed to work on its track, was run over and injured by a locomotive, through the negligence of the engineer. *Held*, that the company was liable; but that evidence that the servant had a family, whom he could not support by his labor since his injury, was inadmis-