or, as we might say, ferae naturae. Either may be intercepted, as wires transporting other telegraphy may be tapped. Between them we perceive no difference in plucking a Marconigram from the air for appropriation and capturing an aeroplane and calling it your own.

If they were even trespassers to no one accrues the right of use or confiscation. If, as was held in *Skinner* v. *Wilder*, 38 Vt. 115, 88 Am. Dec. 645, fruit cannot be appropriated by the owner of the soil when taken from the overhanging bough of a tree belonging to the adjacent soil, a fortiori it seems to us, these coursers of the air do not lose their ownership.—*Central Law Journal.*

VALIDITY OF INDEMNITY INSURANCE CONTRACTS.

Even the best courts sometimes go astray. Failing to hitch their frail wagons to some fixed star in the judicial firmament they become lost in by-paths of their own creation and other courts following in their uncertain footsteps, suffer the fate of that court which first led into error. But worse than that, these self-distrusting courts, following each other so blindly into the ditch, serve as they run, to kick up a great cloud of dust which, for a better term, we call the "great weight of authority" and which is so compelling in its attraction for both courts and lawyers.

Follow the cloud! Follow the crowd! Where the greatest number tramp must be the right road. Not always. There's a further question—Who's the leader? When he took this short cut, did he seem to know where he was going? Herein lies the danger of judicial precedent. Unless a court is unable to escape the cumulative effect of precedent it becomes a snare to trap the unwary and to still the questionings of the sincere judicial mind.

Take the case of a contract to indemnify one for the consequences of his violation of the law. Is such a contract good or is it void because the consideration is illegal? We pick up that