

expiration, was within the condition.—*Davis v. Copeland*, 67 N. Y. 127.

*Husband and Wife*.—By an ante-nuptial settlement, property was vested in trust to the separate use of the wife during her life, free from the control of her intended or any future husband, and after her death to such persons as she should appoint, and, in default of appointment, to her husband and children, should they survive her. The wife died without making any appointment, having previously obtained a divorce for adultery of the husband. *Held*, that he took nothing under the settlement, though he survived her.—*Barclay v. Waring*, 58 Ga. 86.

*Illegal Contract*.—Action by payee against maker of a promissory note. *Held*, that evidence was admissible to show that the note was made solely to protect defendant's property from his creditors, and under an agreement that it should be cancelled at his request; and that these facts, if proved, were a defence.—*McCausland v. Ralston*, 12 Nev. 195.

*Indictment*.—An indictment for forgery of a check on the City Bank of Dallas purported to set out the tenor of the check, whereby it appeared to be drawn on the City Bank, without designation of place. *Held*, that the indictment was bad for repugnancy.—*Roberts v. The State*, 2 Tex. Ct. App. 4.

*Insurance (Fire)*.—1. The lessees of land erected thereon a building, which, by the terms of the lease, was to belong to the lessor at the expiration of the lease, insured the building, describing it as "their building, occupied by them, situated on leased land," by a policy conditioned to be void, unless the interest of the assured as owner, assignee, factor, lessee, or otherwise, should be truly stated. *Held*, that the policy was valid.—*Fowle v. Springfield Ins. Co.*, 122 Mass. 191.

2. A policy was conditioned to be void if there should be other insurance, not mentioned in it, on the property; and contained a permission for \$6,000 other insurance. In an action on the policy, *held*, that the insured might show that he notified the insurers of, and they consented to, other insurance to the extent of \$8,000, and that \$6,000 was written in the policy by mistake.—*Greene v. Equitable F. & M. Ins. Co.*, 11 R. I., 434.

3. Partnership property was insured by policy conditioned to be void in case of any transfer

by sale or otherwise. One partner retired from the firm, and sold his interest therein to the others; after which a loss happened. *Held*, that the policy remained in force.—*Texas Ins. Co. v. Cohen*, 47 Tex. 406.

4. Goods stored in a town occupied by the United States troops during the war were insured against fire by a policy exempting the insurers from liability for damage by fire arising by any invasion, insurrection, riot, or civil commotion, or by the act of any military or usurped power. The town, being attacked by a superior force of the enemy, was abandoned by the troops, who, by the order of their commanding officer, set fire to a building containing military stores, to prevent their falling into the enemy's hands. The fire spread to the building containing the goods insured, and destroyed them. *Held*, that the insurers were not liable.—*[Etna] Ins. Co. v. Boon*, 95 U. S. 117; reversing s. c. 12 Blachf. 24; 40 Conn. 575.

5. The owner in fee of land caused the buildings on it to be insured by policy conditioned to be void, "if the interest of the assured be other than the entire unconditional and sole ownership of the property, or if the buildings insured stand on leased ground," unless it should be so expressed in the policy. The land was in fact let for a term of years, and this was not expressed in the policy. *Held*, no breach of the condition.—*Insurance Co. v. Haven*, 95 U. S. 242.

6. The owners of certain whiskey procured insurance on "whiskey, their own or held by them on commission, including government tax thereon for which they may be liable." They were so liable as sureties on the bond of the distiller in whose warehouse the whiskey was. *Held*, that this interest was insurable, and covered by the policy; and judgment having been recovered against the assured in a suit on the bond, which the insurers had been requested, and had declined, to defend, *held*, that the insurers were liable for the amount of that judgment.—*[Germania] Ins. Co. v. Thompson*, 95 U. S. 547.

*Insura. e (Life)*.—1. By a policy of insurance the statements in the application were made warranties. These statements were written by the medical examiner of the insurers, to whom the assured told the truth about his health, but