refused to carry out the contract fully.—*Arnott* v. *Pittston & Elmira Coal Co.*, 68 N.Y. 558.

2. Defendants covenanted, in consideration of $50, to dig a ditch through plaintiff's land, and also to cause proceedings to be stayed on an indictment pending against plaintiff for creating a nuisance. *Held*, that the whole covenant was unlawful, and that no action would lie for a breach of either branch of it.—*Lindsay* v. *Smith*, 78 N. C. 328.

3. A promise of a married man to marry when a divorce shall be decreed in a suit then pending between himself and his wife, is void as against public policy, and no action lies for a breach of it.—*Noice* v. *Brown*, 10 Vroom, 133.

Indictment.—1. An indictment for burning a house, with intent to defraud the insurers, describing them only as "the A. Insurance Company," is bad; for, if the insurers are a corporation, that fact must be averred; and, if they are a voluntary association, their individual names must be set out.—*Staaden* v. *The People*, 82 Ill. 432.

2. Indictment not signed by the prosecuting officer *held* sufficient.—*State* v. *Reed*, 67 Me. 127.

3. Indictment for murder, describing the assault, and charging that, of the mortal wound inflicted by the prisoner, the deceased did [then and there] instantly die, *held* good, if the words in brackets were inserted; but bad, if they were omitted.—*State* v. *Lakey*, 65 Mo. 217; *State* v. *Steeley*, ib. 218.

4. Indictment for aiding to escape from jail a prisoner committed on a charge of felony, *held* good, without showing what particular felony the prisoner was charged with.—*Stark* v. *Addcock*, 65 Mo. 500.

Insurance (Fire).—1. A policy was conditioned to be void, if at any time during its continuance the buildings insured should become vacant or unoccupied. The buildings were vacant when the policy was issued, and the insurers knew the fact; afterwards they were occupied, and were again vacated before a loss happened. *Held*, that the insurers were liable.—*Aurora Ins. Co.* v. *Kranich*, 36 Mich. 289.

2. Insurance was made on a building which stood on leased land, which fact was not expressed in the policy; and this, by a condition in another clause of the policy, made the insurance void. But the insurer's agent knew the fact before the policy was issued. *Held*, that the condition was waived. (Three judges dissenting.)—*Van Schoick* v. *Niagara F. Ins. Co.*, 68 N. Y. 434.

Insurance (Life).—1. The assignee of a policy of life insurance cannot recover on the policy, if he has no insurable interest in the life. (One judge dissenting.)—*Missouri Valley Life Ins. Co.* v. *Sturges*, 18 Kans. 93.

2. A life-insurance policy provided that, if, after the payment of two or more annual premiums, the policy should at any time cease by reason of non-payment of premiums, then, upon surrender of the policy within a year from such time, a new policy should be issued for a sum proportionate to the premiums actually paid. The policy lapsed by a non-payment of premium; but was never surrendered, nor was a new one issued. *Held*, that a proportionate sum was nevertheless recoverable; and this whether the assured died before or after the expiration of a year from the lapse.—*Dorr* v. *Phœnix Ins. Co.*, 67 Me. 438; *Chase* v. *Phœnix Ins. Co.*, ib. 85.

Interest.—A promissory note bearing interest at a rate greater than that allowed by law, in the absence of special agreement will bear interest only at the legal rate, as damages, after maturity.—*Duran* v. *Ayer*, 67 Me. 145; *Eaton* v. *Boissonault*, ib. 540.

Judgment.—1. J. S. died seised of land, which his heirs sold, reserving a lien for the purchase-money. Afterwards, creditors of J. S. filed a bill in the United States Circuit Court, making all but one of the heirs parties, and by virtue of a decree made in that suit the land was sold for payment of the debts of J. S. *Held*, that the heir, who was not a party to that suit, was not bound by the decree from enforcing his lien in a State court.—*McPike* v. *Wells*, 54 Miss. 136.

2. In ejectment, the defendant claimed title under a deed of the administrator of J. S., appointed by the Probate Court of C. County. *Held*, that the plaintiff could not show that the Probate Court had not jurisdiction to make such appointment, because J. S. did not reside in C. County. (Overruling former decisions.)—*Johnson* v. *Beazley*, 65 Mo. 250.

Larceny.—1. A. stole goods in New York, and sent them into Massachusetts by an agent,