

his employer's orders. The cases on the presumption against the destroyer of evidence are reviewed in the annotation to this case.

*Fire Insurance.*—Gasoline kept as a part of the regular stock of merchandise is held, in *Yoch v. Home Mut. Ins. Co.* (Cal.) 34 L. R. A. 857, to be insufficient to avoid a policy which by its printed clause prohibits the keeping of gasoline but in its written description of the property insured named such stock "as is usually kept in country stores."

*Murder.*—The crime of murder is regarded, in *Debney v. State* (Neb.) 34 L. R. A. 851, as having been committed when the fatal blow or wound is inflicted, although death occurs at a subsequent date, so that the party is to be tried by the laws in force at the time the injurious act is done. The annotation to the case presents the other authorities on the question of the time when a homicide is deemed to be committed.

*Lease.*—A lease of the roof and outside of a party wall of a building projecting above the adjoining buildings for the purpose of advertising thereon by means of a stereopticon was in question in the case of *Oakford v. Nixon* (Pa.) 34 L. R. A. 575, and it was held that the lessee was not evicted and that the lease did not become invalid for want of consideration by the fact that the value of the wall for advertising purposes was destroyed by the tenant of the adjoining building who rented the roof of his building, with a screen constructed thereon, to another party for the purpose of advertising.

The owner of a building who has leased it as a place of residence is held, in *McConnell v. Lemley* (La.) 34 L. R. A. 609, to be not liable to a member of a surprise party visiting the tenant who is injured by means of a falling gallery.

And, on the other hand, it is held, in *Stenberg v. Willcox* (Tenn.) 34 L. R. A. 615, that a landlord is liable to a boarder on premises leased for a boarding house for injuries caused by the unsafe condition of the premises which was known, or might have been known, to the landlord by the exercise of reasonable care and diligence at the time of the lease but was not known to the boarder. With these cases are reviewed the authorities on the liability of a landlord for injuries to tenant's guests and servants from defects in the premises.