guaranteed another's debt, at his request, to a third party, who thereupon gave credit to the principal creditor. The guarantor paid the debt when it was due, and claimed the amount from his principal. *Held*, that the Statute of Frauds was no defence. The provision of that statute is for the benefit of the guarantor exclusively. —*Beal* v. *Brown*, 13 Allen 114.

Insurance.—1. An agent authorized to take applications for insurance filled one out for the plaintiff, which the latter had signed in blank. The plaintiff gave all proper information, but the application contained a material misstatement. It was argued that the agent was acting for the assured in filling up the application, and that the defendants were discharged by the false warranty. *Held*, that the defendants were liable.—*Rowley* v. *The Empire Ins. Co.*, 36 N. Y. 550.

2. A common carrier has an insurable interest in goods in his charge to the extent of their value. In case of loss, the measure of damages is the value of the goods at the time of the loss. —*Savage* v. *The Corn Exchange Ins. Co.*, 36 N. Y. 655.

3. The policy of insurance declared on contained a proviso to the effect, that, if any specific parcel of goods should, at the time of the fire, be insured in that or any other office, said policy should "not extend to cover the same, excepting only so far as relates to any excess of value beyond the amount of such specified insurance, which said excess is declared to be under the protection of this policy, and subject to average as aforesaid." Goods covered by said policy were burned, with a loss of $274,192. There was also a specific insurance on said goods to the value of $324,192. This action was brought to recover a *pro rata* amount of the loss in proportion to the amount insured. *H ld*, that the defendants were only liable for a loss over and above the amount of the specific insurance.—*Fairchild* v. *Liverpool and L. F. and L. Ins. Co.*, 48 Barb. 420.

4. A policy of insurance contained a condition that, in case of loss, it should be optional with the insurers to rebuild or repair the building, giving notice of their intention so to do within thirty days after having received the preliminary proof of loss. The building insured was burned, and the plaintiff at once began to build a different kind of building from that destroyed. Within the said thirty days, the defendants gave notice of their election to rebuild. The plaintiff refused to allow them to do so, finished the building himself, and sued for the value of the property destroyed. It was argued that plaintiff's said refusal only subjected him to the loss of interest, and that, at most, the defendants could only reduce damages by showing that they could have rebuilt for less than the sum insured. *Held*, that the plaintiff could not recover. The contract by the defendant's election became a contract to build simply, as if there had been no insurance; and the plaintiff had by his own act prevented the defendants from performing it.—*Beals* v. *Home Ins. Co.*, 36 N. Y. 522.

5. The defendants insured the plaintiff on a stock of goods such as are usually kept in country stores. A printed clause in the policy made it void while certain articles, specified as hazardous, were stored on the premises; among others, turpentine and gunpowder. These articles are usually kept in country stores, and were kept by the plaintiff. *Held*, that the defendants were liable. The written clause governed the printed.—*Pindar* v. *King's County F. Ins. Co.*, 36 N. Y. 648.

6. *Suicide by Insane Person.*—The condition in a policy of life insurance, "that in case the insured shall die by his own hand, or in consequence of a duel, or the violation of any state, national or provincial law, or by the hands of justice, this policy shall be null, void and of no effect," does not include suicide by an insane man in a fit of insanity.—*Easterbrook v. Union M. Life Ins. Co.*, 54 Me.

7. A policy of life insurance contained a proviso, that, if the insured should die "in the known violation of any law of these States," said policy should be void. The insured was shot by a person whom he had previously struck. *Held*, that if the blow