first used under the agreement between R., G., and W.—*Robinson* v. *Finlay*. *Finlay* v. *Robinson*, 9 Ch. D. 487.

Trespass.—Appellants were fox-hunting, and, attempting to pursue the fox upon the land of the respondent, he resisted, and they committed an assault upon him, for which they were fined. *Held*, correct. A man has no right to go on the land of another *in invitum* for such a purpose. *Gundry* v. *Feltham* (1 T. R. 334), and remark of BROOK, J. (Year Book, 12 Hen. VIII. p. 10), discussed.—*Paul* v. *Summerhayes*, 4 Q. B. D. 9.

Vendor and Purchaser.—The plaintiff, J., employed L. to make one hundred wagons at £18 each, according to a sample. Plaintiff had previously contracted with W. to furnish him the wagons at £21 10*s.* each. L., in turn, employed the W. Co. to make the wagons at £17 each. Subsequently, the W. Co. arranged with the plaintiff to charge him direct for the wagons. L. assented to this. Some wagons were afterwards delivered by the W. Co. to the defendant railway company to the order of the plaintiff. The plaintiff wrote the W. Co. that the customers complained of the wagons, as not up to sample. Later, while thirty-eight wagons were lying at the station to plaintiff's order, he wrote the W. Co., enclosing a letter from him to L., in which he said he would dispose of the wagons at the best price obtainable, as they were unsatisfactory to the buyers, and hold L. responsible. L. had previously written the W. Co. that, as the wagons were unsatisfactory and not according to sample, he would have nothing more to do with them, and hold the W. Co. answerable. The jury found that L. rejected the wagons. The wagons were held by the railway company to the order of the plaintiff, but, in spite of express notice to deliver them to no one else, the company delivered them to the W. Co. In an action for conversion against the W. Co. and the railway company, *held*, that the property in the goods and the right to possession being in the plaintiff, he could recover against both defendants ; and the measure of damages was the full value of the goods, according to the general rule in trover against strangers.—*Johnson* v. *The Lancashire & Yorkshire Railway Co. and The Wigan Wagon Co. Limited*, 3 C. P. D. 499.

RECENT UNITED STATES DECISIONS.

Deposit.—The cashier of a national bank received bonds on special deposit; afterwards they were stolen, through the gross negligence of the bank. *Held*, that the bank was liable to the depositor for the loss.—*First National Bank of Carlisle* v. *Graham*, 85 Penn. St. 91.

Insurance, Life.—1. Plaintiff procured defendants to insure for his benefit the life of his nephew. In an action to recover the insurance, *held*, first, that plaintiff had not, merely by virtue of his relationship, an insurable interest in his nephew's life; secondly, that the burden was on him to show a pecuniary interest.—*Singleton* v. *St. Louis Mut. Ins. Co.*, 66 Mo., 63.

2. A policy was conditioned to be void if the assured died of a disease induced or aggravated by intemperance. On the issue whether the policy was forfeited by reason of a breach of this condition, *held*, that the burden of proof was on the insurers.—*Van Valkenburg* v. *American Popular Life Ins. Co.*, 70 N. Y., 605.

Insurance, Marine.—A policy of insurance on a vessel by its terms was to be in force for a year, "unless sooner terminated or made void by conditions hereinafter expressed; with permission to navigate" certain rivers named. There was no express condition defeating the insurance if the vessel went elsewhere. She went on another river, returned to one of the permitted rivers, and was afterwards destroyed by fire. *Held*, that the insurers were liable.—*Wilkins* v. *Tobacco Ins. Co.*, 30 Ohio St., 318.

Jury.—Indictment for murder, in two counts. The jury brought in a general verdict of guilty, and were told that they were discharged; but, before they had all left their seats, were called back by the Court, and told to amend their verdict by finding on each count separately, which they did. *Held*, regular.—*Levells* v. *The State*, 32 Ark., 585.

Landlord and tenant.—A tenement house had a fire escape attached to it, as required by city ordinance. A tenant's child, without license o the landlord, went upon the fire-escape, and was injured by reason of its unsafe condition. *Held*, that the landlord was bound, as between himself and the tenant, to keep the fire escape in proper repair for use as such, but not for use as a balcony; and that he was not liable for the child's injury.—*McAlpine* v. *Powell*, 70 N.Y., 126.