

at an usurious rate of interest, contrary to the statute, and then specifies the amount of interest taken, this, though it may or may not be an insufficient averment of a corrupt intent, is not so palpably defective in this respect as to authorize a judgment for the plaintiff for frivolousness: *Id.*

VENDOR AND PURCHASER.

Agreement for Sale and Purchase.—An absolute contract for the sale of an interest in land, authorizing the purchaser to take immediate possession, the consideration to be paid on demand, vests in the purchaser the equitable interest in the land the moment it is executed and delivered: *McKechine et al. v. Sterling*, 48 Barb.

Such an agreement is not a covenant for the immediate possession, or a condition therefor, the breach of which will avoid the contract: *Id.*

Destruction of Building by Fire.—The destruction of the building on the premises by fire, after the making of such a contract, is no defence to an action for the purchase-money; the purchaser being the owner thereof, and having an insurable interest therein: *Id.*

WAY.

Obstruction of License.—The plaintiff having recovered against the defendant for obstructing an alley by a wall, afterwards agreed that he might keep up the wall for \$30 per annum; the defendant having continued the obstruction after notice to remove it, there was no error in charging that the plaintiff should recover: *Gilmore v. Wilson*, 53 Penna.

The agreement was but a license to maintain the wall for a definite time, determinable at the end of any year, and no damages could be recovered whilst the rent ran: *Id.*

The obstruction was unlawful in the beginning, and the permission for continuance having expired, the parties stood as at first: *Id.*

LIST OF NEW LAW BOOKS RECEIVED BY THE PUBLISHERS OF THE AMERICAN LAW REGISTER.

BEITEL.—A Digest of Titles of Corporations chartered by the Legislature of Pennsylvania, between the years 1700 and 1866 inclusive. Giving the dates of Acts of Incorporation, with the several Supplements thereto, with a reference to the pages of the Pamphlet Laws where they may be found. By CALVIN G. BEITEL, of the Easton Bar. Philadelphia: John Campbell, 1867. Law Shp. \$6.

BOOK BUYER, THE.—A summary of American and Foreign Literature. Published monthly by C. Scribner & Co., New York, and sent to any address on receipt of 25 cts. for postage.

BOUVIER.—A Law Dictionary, adapted to the Constitution and Laws of the United States of America, and of the several States of the American Union. By JOHN BOUVIER. 12th Ed. revised and greatly enlarged. 2 vols. Royal 8vo. Philadelphia: Geo. W. Childs, 1868. \$12.