

been exercised or has accrued, and whether such right could or could not be enforced by the insurer in the name of the assured, by the exercise or acquiring of which right or condition the loss against which the assured is insured can or has been diminished." This definition seems at first sight sufficiently extensive, though Lord Esher guarded himself by saying that, if it is not so, he must have omitted to state something which ought to have been stated. And it must now be supplemented by the corollary that the insurer is entitled to recover from the insured the full value of any rights or remedies against third parties which the insured has renounced, and to which, but for such renunciation, the insurer would have a right to be subrogated. This seems to be the result of the recent case of *The West of England Fire Insurance Company v. Isaacs*, in which the company recovered the amount which they had paid to the defendant in respect of damage by fire to a warehouse of which he was tenant; the defendant having for his own reasons released his landlord from a covenant to make good such damage, and thereby having deprived the company of their right of subrogation.—*The Law Journal (England)*.

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#### Dangers of Circumstantial Evidence.

"Speaking of circumstantial evidence," said an old attorney, while in a reminiscent mood the other day, to the writer, "I am free to confess that I consider it hardly the thing to hang a man on, though it has been done in many cases. I can recall an instance when I was a young-

ster of 12 or 14, in which my father, who was a leading criminal lawyer, defended a man who was hanged on merely circumstantial evidence. The facts were as follows: Living just in the edge of our town was a man of wealth, who had a grand old house, occupied only by himself and servants. There were various stories about how rich he was and what large amounts of money he always kept near him, but he was never disturbed until one night after midnight there was a terrific disturbance in the old house, accompanied by pistol shots, and when the people who came to see what the matter was, got in, they found the owner dead with a bullet through his eye, and the butler with his hands full of jewelry and watches, lying in the doorway of the old gentleman's room with a bullet somewhere in his head, but he wasn't dead.

His revolver lay by his side, and as far as could be seen, the whole story was told right there. The butler, who had been in the house only about six months, had attempted to rob his master, had been caught in the act and shot, but had killed the old man in the fight. That was the only translation of it, and there was no other for several days, because the butler had a very serious wound and was delirious for a week. However, it was not fatal, and as soon as he was at himself he made a statement to the effect that he had been awakened in the night by footsteps, and had taken his pistol, which had only two loads in it out of five, and gone down into the hall below to see what the noise was.

He noticed that his master's door was partly open, at the far end of the hall, and hurried to-