unknowable. I finally settle down, painful deliberation ceases, and I doubt no more until I am engaged in writing out the opinion of the court, when I discover perhaps that the thing is all wrong. My colleagues are called again into consultation; we reconsider the case, and decide it the other way. Then I am satisfied; for when I know the law is not on one side, it must be on the other."

The real difficulty is that the law is often apparently on both sides, and Chief Justice Bleckley's words may be taken as typically expressive of a dilemma which many times in the course of a year confronts both the advocate as well as the judge. In a State like New York, having many tribunals of co-ordinate jurisdiction, the accumulation of precedents on all subjects leads to most bewildering results. We have sometimes been inclined, when in a quizzical and paradoxical mood, to say that the greatest judges are those who cite fewest cases. Chief Justice Marshall is reported to have remarked that he had decided a certain case according to what he knew the law must be—"Brother Story will furnish the authorities." The saying has almost passed into a proverb that text-writers and law professors make poor judges. To this generalization of course many exceptions must be admitted, but the fact undoubtedly is that very useful instruction may be given, and many legal treatises of great practical merit have been written, by men with scarcely any of the original, analytical power which is indispensable for efficient judicial work.—*N.Y. Law Journal.*

Reviews and Notices of Books.

The Insurance Corporations Act, 1892, *with Practical Notes and Appendices: Appendix A, Subsidiary Acts, with annotations; Appendix B, Departmental Forms; Appendix C, Forms of Insurance Contracts.* By William Howard Hunter, B.A., Barrister-at-Law, with an introductory chapter by J. Howard Hunter, M.A., Barrister-at-Law, Inspector of Insurance and Registrar of Friendly Societies for the Province of Ontario. The Carswell Co. (Ltd.), Toronto, 1892.

A perusal of this work shows us that we cannot properly give a sketch of it without reviewing to some extent the Act to which it relates. Beginning with *Billington* v. *Provincial Insurance Co.* (1876), 24 Gr. 299, numerous judgments, both of our own courts and of the Privy Council, have left the Provincial enactments of full authority over contracts of insurance, fire, life, and accident, entered into within this Province. The constitution, in giving the Province exclusive jurisdiction over insurance contracts, also casts upon it the duty of such legislation and oversight as experience shows to be necessary. The experience of all legislatures throughout the British Empire and the United States abundantly proves that in contracts of insurance certain statutory restraints must be laid upon each of the parties to the contract. In Ontario the Legislature had, from time to time, dealt with various insurance and insuring corporations; *e.g.*,