

## CHOSSES IN ACTION—LORD CAIRNS.

ing *in rem* is therefore to be excluded from the definition of a "chose in action."

While in some respects Abbott's definition seems more correct than Blackstone's in that it does not confine the term to those rights of action which spring from contract, it is yet apparently defective in seeking to extend the term generally to all rights to personal property not in possession in respect of which a right of action may exist.

One of the most satisfactory definitions we have met with is that given in Sweet's Law Dictionary, viz.: "'A chose in action' is a right of proceeding in a court of law to procure the payment of a sum of money, e.g., a bill of exchange, a policy of insurance, an annuity or a debt, or to recover pecuniary damages for the infliction of a wrong, or the non-performance of a contract," but even this does not include all those rights which in law are termed "choses in action," for instance, the right of presentation to which a patron dies entitled if there be a vacancy at the time of his death, is considered in law a "chose in action (Co. Lit. 90 b.). Sweet's definition, it will be observed, although it excludes property recoverable by action *in rem*, does not include such rights as those last mentioned. He confines the definition to pecuniary demands, whereas we are inclined to think it is properly applicable to all personal rights recoverable or enforceable by proceedings *in personam*.

If A's horse be wrongfully taken the horse does not thereby become a "chose in action" of A, notwithstanding A may be put to his action of detinue or replevin to recover it; but A's right to recover damages for the wrongful taking or detention would be a "chose in action," the actions of replevin and detinue being actions *in rem*, while the action for damages is an action *in personam*.

If we are correct in what we have said above then we think the following would be a tolerably correct definition:

A "chose in action" is any personal right or demand which may be enforced or recovered by an action *in personam*; it includes not only the right of action but also the right or demand to be enforced or recovered; at the same time the right or demand when enforced or recovered *ipso facto* ceases to be a "chose in action." When such right or demand was formerly enforceable or recoverable in a court of law it is a legal "chose in action," when it could formerly only be enforced or recovered in a Court of Equity it is an equitable "chose in action."

Possibly some of our learned readers may think we too have failed in giving a satisfactory definition of this puzzling phrase.

## SELECTIONS.

## THE LATE LORD CAIRNS.

On January 26, 1844, Mr. Cairns was called to the English Bar at the Middle Temple, and he rapidly acquired an extensive practice in the Courts of Equity. In 1852 Mr. Cairns contested Belfast; he was returned for that borough, and continued to represent it in the Conservative interest until his elevation to the judicial bench. In 1856 Mr. Cairns was appointed one of Her Majesty's counsel and a bencher of Lincoln's Inn. Lord Derby being called to form an Administration in February, 1856, Mr. Cairns was offered the appointment of Solicitor-General which he accepted, under Sir Fitzroy Kelly as Attorney-General, being knighted on the occasion. In the following session the new law officer gave an earnest of his intentions as a law reformer. He introduced two measures, one of which was designed to simplify titles, and the other to establish a registry of landed estates. His lucid exposition of these measures very favourably impressed the House; but unfortunately a Ministerial crisis and the abrupt conclusion of the session pre-