perpetrated than they are, is due, we believe, to the fact that people for the most part assume that the law really is what their common sense notion of justice tells them it should be.

The English *Law Times* fears that a law framed on the lines of the bill in question would give rise to much litigation. This is, however, merely saying in other words what has been often before recognized as a truism, "it is far easier to conceive justly what would be useful law, than so to construct that same law that it may accomplish the design of the lawgiver." The principle of the proposed law is, we conceive, incontestably sound. We do not deny, however, there are difficulties in the way of framing it so that it may adequately carry out the end in view. In Newfoundland for fifty years past all real estate has been made chattels real by legislative enactment, and is administered in the same way as personal estate. The distinction between real and personal property so far as its devolution on death is concerned has been practically swept away, and no inconvenience has been found to result. Lawyers who were opposed to the change of the law (notably ex-Chief Justice Hoyles) have by practical experience of its working for many years been brought to the conclusion that it is a real and substantial improvement in the law, and devoid of any evil effects.

CHOSES IN ACTION.

To give a correct definition of the meaning of a word or phrase, and especially any word or phrase used for the expression of ideas concerning the law, is proverbially difficult. All lawyers are familiar with the words "chose in action," but it seems they are not by any means agreed as to what is a correct definition of that expression. Mr. Kehoe, in his little work on "Choses in Action," has selected from standard authors three definitions which are given in the introductory chapter, all of which differ from each other. The first is taken from Blackstone, who considers that a "chose in action" is property in action dependent upon contract express or implied. His definition is to this effect: "Property in action is such where the man hath not the occupation, but merely the bare right to occupy the thing in question, the possession whereof, may, however, be recovered by a suit or action at law, from whence the thing so recoverable is called a thing or 'chose in action,'" . . . "all property in action depends entirely upon contract either express or implied, which are the only regular means of acquiring a 'chose in action.'" The second is from the "Termes de la Ley," in which it is said "a chose in action" is where a man hath cause, or may bring an action for some duty due to him as upon an obligation for breach of covenant, for trespass, or the like; and indeed, wherever a thing is not in possession, but when for recovery of it, a man is driven to his action (and consequently enjoys a right merely) such thing is called a "chose in action."

From Abbott's Law Dictionary the third definition of the term is taken, and is as follows: "'A chose in action' is any right to debt or damages, whether arising from the commission of a tort, the omission of a duty or the breach of a contract. A 'chose in action' includes all rights to personal property not in possession, which may be enforced by action, demands arising out of torts, as well as contracts. 'Chose in action' is a phrase which is sometimes used to signify a right of bringing an action, and at others, the thing itself, which forms the subject matter of the right, or with regard to which that right is exercised; but it more properly includes the idea both of the thing itself and of the right of action annexed to it.