

revoked. He was once professor in the College of St. David's, Lampeter, South Wales, but having some difficulty with the faculty, he exiled himself to a neighboring town, where he died, leaving in his will £50 to the town of Lampeter, one-third of the income of which is perpetually to be given to the town crier "for making proclamation once a year, about midsummer, on a market day, that I, Rowland Williams, never consented to the election of George Lewellin to a scholarship in this college, but in this as in other things I was foully slandered by men in high places; because I loved righteousness and hated iniquity; therefore, I died in exile; but while unjust men permitted me, I kept both the needy student by his right, and defended the aims of the altar of God." It remains to be seen whether this direction will be executed. Should it be approved, it would become a bad precedent, for scores of men might adopt the same peculiar expedient for perpetuating their censure, and it would thus result in a *crying evil*. Market day alone would not suffice, nor midsummer's heats, but every day, Sundays not excepted, summer and winter, would be vocal with the uncherubic officials, who continually would cry.

The last thing that is done to a man is to build a monument over his remains. A few thoughts on bequests for such purposes will form a fitting close to this paper. The topic has been suggested to my mind by the testament of a distinguished soldier, recently deceased, in which there is a bequest of \$50,000 for a mortuary monument. It has been held that the erection of a monument to perpetuate the memory of the donor is not a *charitable* purpose: *Melick v. President of the Asylum*, 1 Sack. 180. The question arises, is such a bequest to be applauded, even if sustained in courts of law? Can it answer any useful purpose? Is it not a monument to the testator's vanity? A monument at Thermopylae or Bunker Hill, commemorating a great event, and erected by a grateful people, incites the beholder to patriotism. A monument to an individual, even, provided it springs from the gratitude of others, is an appropriate offering. But is it not better to leave the erection of such a monument to that grateful people or those mourning relatives? Of course I am speaking of very costly erections. How is such a bequest defensible in morals, when Lazarus, with his sores unhealed, may lie at the foot of the costly pile, and houseless wretches may cower under its shelter to escape the north wind? Let the great equestrian statue be set up, then; it will only serve to remind the moralist of posthumous pride that goes on horseback, while living poverty hobbles a-foot.

On reading the foregoing it strikes me that it is not strictly "humorous." It sounds more like a sermon. But a sermon on legal matters is a humorous idea, and it may go for what it is worth, as humorous or serious.—*Albany Law Journal*.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

INSURANCE—ASSIGNMENT OF POLICY—EVIDENCE OF ASSENT BY COMPANY—SECOND INSURANCE—PROOF OF NOTICE.—In an action on a fire policy, issued to the plaintiff, the declaration alleged an assignment of the policy and of the property insured to one M., and by M. to B. & P., with the assent of defendants, before the loss, and that the plaintiff sued as trustee for B. & P. The second plea denied the assignment to B. & P., and defendants' assent thereto. The third plea set out a condition that notice of any other insurance should be given, so that a memorandum thereof might be endorsed on the policy, otherwise the policy should be void; and alleged another insurance effected by B. & P., without notice given or endorsed. To this the plaintiff replied that notice of such insurance was duly given to defendants.

As to the second plea, it appeared that the assignment to M. had been assented to by A., a sub-agent, at Oil Springs, of P., the defendants' agent at Sarnia (defendant's head office being at Montreal); and a memorandum was also endorsed by P. that the loss, if any, should be paid to M. only. A. had effected the insurance with the plaintiff, and he swore that he was aware of the intended assignment by M. to B. & P., and drew it out, after speaking of it to C., defendants' inspector, who told him to use the same form as in the assignment to M.: that B. & P. purchased the property, which was then kept by the plaintiff as a temperance house, it being part of the bargain that the policy should be assigned, though the assignment was not completed for some months after the conveyance of the property. B. & P. opened a bar, for which an extra premium was charged by the company, and paid through A. to P. and by P. to the head office.

Held, Morrison, J., dissenting, that there was evidence of assent by the defendants to the assignment to B. & P., so as to sustain a verdict for the plaintiff on this plea.

As to the third plea, another insurance was proved, effected by B. & P., after the assignment to them, with another company. There was contradictory evidence as to whether any notice of this was given, but it was, at all events only a verbal notice given to P., and not endorsed on the policy, which was not produced at the time. *Held*, Richards, C.J., dissenting, that this could not support the plea, for such a notice should have been given to the company, or to some officer who had power to act upon it by