

be brought in the name of the original insured on the ground that the assignment and consent constituted nothing more than an assignment of a *chose in action*, which did not authorize the assignee to sue in his own name. This point was not examined by the Supreme Court, the case being decided for the defendant on another ground. It is difficult to reconcile the decision of the Chief Justice in this case with his remarks in *Wilson v. Hill* and *Fuller v. Boston Mut. Fire Ins. Co.*, or to see why the consent of the insurers to an assignment *after loss* is any the less a new contract with the assignee than a similar consent to an assignment *before loss*, nor does it seem that a rule can be applied to one case, which does not also govern the other, says Shaw upon Ellis.

But though the rights of the assignee of a policy are in their nature equitable, he is not obliged to resort to a Court of Equity to enforce them, but has always an ample remedy in the Courts of Law in the name of the assignor, who will be compelled to allow the use of his name, and hence a bill in Equity filed by the assignee against the underwriters must be dismissed, unless it contains additional facts showing the inadequacy of the remedy at law.¹

Even in New York, if the charter of an insurance company provides that in case of alienation of the property insured, the policy shall be void: but that the alienee, having the policy assigned to him, may have the same confirmed "for his own proper use," by consent of the company within thirty days after alienation, and that this shall entitle him to all the rights of the first insured, it is held that an alienee, so doing, may sue in his own name, in fact that he must, and that the assignor cannot nominally even sue.²

In Lower Canada the insured after a loss can transfer his claim against the insurers freely, and the assignee can sue in his own name, after notification to the insurers.

LAW STUDIES.

At the close of one of Sir Frederick Pollock's Oxford lectures, recently published, the following passage occurs:—

"Instead of becoming more and more en-

slaved to routine, you will find in your profession an increasing and expanding circle of contact with scholarship, with history, with the natural sciences, with philosophy, and with the spirit if not with the matter even of the fine arts. Not that I wish you to foster illusions of any kind. It would be as idle to pretend that law is primarily or conspicuously a fine art as to pretend that any one of the fine arts can be mastered without an apprenticeship as long, as technical, as laborious, and at first sight as ungenial as that of the law itself. Still it is true that the highest kind of scientific excellence ever has a touch of artistic genius. At least I know not what other or better name to find for that informing light of imaginative intellect which sets a Davy or a Faraday in a different rank from many deserving and eminent physicists, or in our own science a Mansfield or a Willes from many deserving and eminent lawyers. Therefore I am bold to say that the lawyer has not reached the height of his vocation who does not find therein (as the mathematician in even less promising matter) scope for a peculiar but genuine artistic function. We are not called upon to decide whether the discovery of the Aphrodite of Melos or of the unique codex of Gaius were more precious to mankind, or to choose whether Blackstone's Commentaries would be too great a ransom for one symphony of Beethoven. These and such like toys are for debating societies. But this we claim for the true and accomplished lawyer, that is, for you if you will truly follow the quest. As a painter rests on the deep and luminous air of Turner, or the perfect detail of a drawing of Lionardo; as ears attuned to music are rapt with the full pulse and motion of the orchestra that a Richter or a Lamoureux commands, or charmed with the modulation of the solitary instrument in the hands of a Joachim; as a swordsman watches the flashing sweep of the sabre, or the nimbler and subtler play of opposing foils; such joy may you find in the lucid exposition of broad legal principles, or in the conduct of a finely-reasoned argument on their application to a disputed point. And so shall you enter into the fellowship of the masters and sages of our craft, and be free of that ideal

¹ *Carter v. United Ins. Co.*, 1 Johns. Chan. R. 463.

² *Mann v. Herkimer Co. Ins. Co.*, 4 Hill.