2 Hughes (C. Ct. Rep.), 431 (1877); *Planters' Ins. Co.* v. *Myers*, 55 Miss. 479 (1885).

A policy contained the stipulation that "if any broker or other person than the insured shall have procured this insurance to be taken by the company, such broker or other person shall be considered the agent of the insured and not of the company." The Supreme Court of Pennsylvania, in *Kisler* v. *Mut. Ins. Co.*, 128 Pa. 553 (1889), held that a man who made out the policy, collected the premiums and sent them to the company, did not come within this provision, *Eilenberger* v. *Ins. Co.*, 89 Pa. 464 (1879), being cited with approval. Even if the agent has precise instruction from the company that he consider himself agent of the insured rather than of the company, such instruction will not, in the absence of knowledge on the part of the insured, be of binding effect, and the company will be liable for the neglect of the agent in ascertaining the risk of placing the policy: *Bebee* v. *Hartford County Nat. Ins. Co.*, 25 Conn. 51 (1856).

BOOK REVIEWS.

ABBREVIATIONS USED IN LAW BOOKS. Reprinted from the Lawyers' Reference Manual of Law Books and Citations. By CHARLES C. SOULE. Edition of 1883. Boston: The Boston Book Co. 1897.

Some such work as this is absolutely indispensable to the busy student or practitioner, and The Lawyers' Reference Manual is the best of its kind. The present little volume appears as a result of the larger work's having gone out of print pending revision and enlargement. We shall watch with interest for the appearance of the revised edition.

NEWTON'S DIGEST OF PATENT OFFICE TRADE-MARK DECISIONS. By J. T. NEWTON, Examiner of Trade-Marks, U. S. Patent Office. Chicago: Callaghan & Co. 1896.

Mr. Newton's book has the unique distinction of being the only digest of Patent Office decisions on the subject of trade-marks. It contains fac similes of marks admitted to registration and also of those refused, and will thus greatly assist in the selection of devices, and in determining the many perplexing questions constantly arising concerning trade-mark registrations. Mr. Newton's position eminently qualifies him for the work he has undertaken, and the success he has achieved bears witness to that fact.

A DISCUSSION OF THE LAW OF CONTEMPT. Written and published by W. F. BAILEY. Eau Claire, Wis. 1897.

This pamphlet considers the effect of statutory provisions upon the power of courts to punish contempts, and the review of their

proceedings, by means of writs of prohibition. The discussion has special reference to the celebrated and fiercely attacked Wisconsin case of *State* v. *Doolittle*, in which an attorney was cited to appear before the court to show cause why he should not be punished for contempt in publishing articles and making statements outside the court room impugning the honesty of the judge. The articles in question were distributed to the officers of the court and to the jurors. Pending this proceeding the Supreme Court of the State issued a peremptory writ restraining the Circuit Court from proceeding with, or enforcing its judgment in the matter of the alleged contempt. Judge Bailey, of the lower court, here defends his action by an exhaustive examination of the cases.

The learned judge's arguments seem scarcely conclusive. It may have been to his advantage, but scarcely to the public's, to lock up his political opponents for contempt.

MINERAL LAW DIGEST, EMBRACING A DIGEST OF DECISIONS OF THE COURTS AND OF THE LAND DEPARTMENT, UNDER THE PUBLIC MINERAL LAND LAWS. A Brief Manual of Procedure, with Forms, and a Manual of Mineral Surveys and Departmental Regulations. By HORACE F. CLARK, Land and Mining Attorney, Washington, D. C.; CHARLES C. HELTMAN, Assistant Chief Mineral Division General Land Office.: CHARLES F. CONSAUL, Examiner of Contests, Mineral Division, General Land Land Office. Chicago: Callaghan & Co. 1897.

This work includes in its scope all decisions under the United States mineral land laws, both in the State and Federal courts, and by its arrangement insures its value to the practitioner whose consultation must be in haste. Those statements of law which might be looked for under any one of several heads, have been placed under every one of such heads, making the citations always easy to find. The authors have thus wisely refused to seek brevity at the expense of completeness. The statement is made that this is the "only work ever published covering the entire field of mineral land law." The accuracy of this claim of exhaustiveness may well be questioned in so far as it applies to the mining law of the Eastern States; for example, the book has no reference to the leading Pennsylvania case of *Pennsylvania Coal Co.* v. *Sanderson*, 113 Pa. 126 (1886); but decisions from the Western States and Territories appear in great profusion, and the work will no doubt prove very valuable to the lawyer whose practice lies in those fields.

THE ORDER OF THE COIF. By ALEXANDER PULLING. Serjeant-at-Law. Boston, Mass.: The Boston Book Co. 1897.

This interesting historical work seems to be designed with a view to perpetuating by means of authentic records the honor and dignity of the English order of Serjeants-at-Law, which, the author claims with pardonable pride, has always "afforded a large supply

of distinguished men, erudite lawyers, powerful advocates, great judges and masterful writers." The book contains an account of the law and lawyers before the time of Edward I.: Aula Regis: the Courts of Westminister Hall; the Justiciars; the Judges and Serjeants of the Coif: Apprenticii ad Legem: the Inns of the Court; and the Forms, Solemnities and Usages, kept by the Bench and the Bar. In addition there are illustrations of famous serjeants in their robes and coifs, and of the early courts in session. The whole work contains not only a history of the old order, but information on the subject that must be of interest not only to lawyers and students of the constitution and history of England, but also, now that the book is within reach as regards cost, to the public generally. *J.A.M.*

A TREATISE ON MARINE, FIRE, LIFE, ACCIDENT AND ALL OTHER INSURANCES. By JOSEPH A. JOYCE. Four Volumes. San Francisco: Bancroft-Whitney Company. 1897.

In these four volumes, containing in all about four thousand pages, Mr. Joyce has endeavored "to give the profession not only a treatise, but a working book which will meet the needs, lessen the labors and save the time of all lawyers interested in questions relating to insurance, and to make it alike valuable to the practitioner, who has access to large libraries, and to the one who has not." A careful examination of Mr. Joyce's work has convinced us that his purpose has been in a great measure accomplished. He has made a careful and patient examination of the decisions and of the other authorities upon insurance law; he has reached conclusions which are always conservative and generally sound, and he has so arranged and classified his subject that the investigation of any point upon which information is desired becomes relatively a simple matter. The reader is supplied with excellent mechanical assistance in the shape of a carefully prepared index and a well-developed scheme of title and chapter headings. One curious omission instantly challenges attention. The book contains no table of cases. The result is that one who uses the work will spend a vast amount of time if he desires to ascertain the author's views of the soundness of a given decision, or if (as is often the case) he wishes to use his recollection of the name of a particular decision as a kind of sign-post to direct him to the discussion of the principle upon which the decision proceeds.

One great merit of Mr. Joyce's work results from his recognition of the *unity* of insurance law—in the sense that he has avoided the error into which Mr. Biddle fell in excluding marine insurance from his well-known treatise. It seems impossible adequately to treat of fire insurance or marine insurance without recognizing that the contract is, in its essence, a contract to indemnify the insured in respect of his property or in respect of his rights in relation to property—whether the cause of loss be a peril of the sea or a fire on shore. All the important conclusions which follow from the

principle of indemnity are well exemplified in their relation to fire insurance by a study of marine cases—and *vice versa*. Again, much that is important is gained by a comparative study of the principles applicable to problems of property insurance on the one hand, and to problems of insurance of the person on the other. These important truths have been thoroughly grasped by Mr. Joyce, and not only is it true that his book represents a study of insurance law as a whole, but it is also important to note that his analysis and classification is subjective rather than objective—depending upon the principle involved rather than upon the accidental application of the principle to insurance upon a ship or a house or a man. It would, perhaps, be expecting too much to demand that this analysis should in all cases be thoroughly logical and exhaustive. In point of fact, there are a number of instances in which a defective analysis results in the independent discussion of the same principle in different parts of the book, sometimes with a different citation of authorities in each case. For example, in § 1523 (Volume II) there is a discussion of the scope of the clause in the marine policy granting to the insured "liberty to touch and stay." This falls under the general caption "Termination of Risk." Section 2399 contains a dissertation upon the same subject—this time under the caption "Deviation," where it more properly belongs. In neither place have we been able to find a citation or discussion of Lord Ellenborough's decision in *Williams* v. *Shee*, 3 Campb. 469 (1813), which is a leading authority upon the interpretation of the clause in question. It may be observed here, once for all, that the absence of a table of cases makes it difficult to state with certainty that a given decision is not cited or discussed. Again (to take another illustration at random) the discussion of wager policies in § 154 is really out of place, and is necessarily fragmentary and unsatisfactory. The chapter on "The Policy" should be confined to a discussion of matters of form; and a question of substance (like the question of what constitutes a wager) should be relegated to the earlier chapter on "The Nature of the Contract." On the whole, however, the analysis is well carried out, and represents a distinct advance from what we have been accustomed to in works on Insurance.

Passing from Mr. Joyce's preliminary chapter and from Title II, on "General Terms and Definitions," we note under Title III ("Contract and Policy") a discussion of the nature of life insurance in § 26. The conclusion stated that life insurance is under no circumstances a contract of indemnity is undoubtedly supported by the weight of authority. We could wish, however, that Mr. Joyce had done greater justice to the view so strenuously supported by Porter and others, to the effect that insurance on the life of another *is* a contract of indemnity. Chapters III and IV are occupied with a discussion of formal matters, while Chapter V is devoted to reinsurance. Referring, again, to the discussion of wager contracts in Chapter VI, we note with satisfaction the strong statement that

such contracts were enforceable at common law; Judge Selden's view in *Ruse* v. *Life Insurance Company*, 23 N. Y. 516 (1861), to the contrary notwithstanding. The chapter fails to trace with sufficient fulness the historical transition from the common law rule on this subject to the present rule in the United States. The author fails to make a pointed contrast between the indefiniteness of insurable interest in life under the American decisions and the definiteness of the English rule resulting from the interpretation put upon the statute of 14 Geo. III by such cases as *Halford* v. *Kymer*, 10 B. & C. 724 (1830). Section 152 in this same chapter is somewhat misleading. The statement that a life policy, valid at its inception, may be disposed of at the pleasure of the insured, must certainly be qualified in the many important jurisdictions where an assignee is required to have an interest. This qualification is supplied by § 914 in the second volume, but there is no cross reference to that section from § 152. Section 154 contains a not altogether satisfactory statement of what is a wager policy. The author would have increased our indebtedness to him, had he boldly stated the principles involved and condemned as unsound, the decisions which run counter to these principles. For example, in foot-note 35 on page 212, he dodges a discussion of certain remarkable Pennsylvania decisions and loses an opportunity to brand as erroneous, the intimation of the court in *Carpenter* v. *Insurance Company*, 161 Pa. 9 (1894) that an interest is required in an assignee even where all the premiums are paid by the assignor. In this chapter, as elsewhere, there is not enough generalization and the reader is suffered to become bewildered by disjointed statements of conflicting decisions.

Title IV deals with Parties, Agents and Beneficiaries. In discussing the status of members of Mutual Insurance Companies, the author necessarily treats of much that is not peculiar to insurance companies, but is applicable generally to partnership and corporation cases. This remark applies, for example, to the requirement that by-laws shall be reasonable, to the principles relating to the expulsion of members, the inherent power to enact by-laws, etc., etc., etc. The chapters on Agents contain a vast amount of information in regard to the decisions of the courts upon this important subject. The treatment of the subject of Beneficiaries is careful and exact, but lacks the vigor which should characterize the treatment of a subject which the courts have left in such unnecessary confusion. It may be observed that a discussion of insurable interest in a beneficiary (such as that contained in § 729) really belongs in the chapter on Insurable Interest and ought, therefore, to have been brought into juxtaposition with § 154 on wager policies. In § 858, the treatment of the rights of creditors in the proceeds of life policies is by no means adequate, The author has lost an excellent opportunity to elaborate the important conclusions reached by Professor Williston in 25 American Law Review, 185. It is to be regretted that the article was not in the hands of Mr.

Joyce when the subject was under consideration. The author's statements in regard to the rights of creditors are not only inadequate, but in one or two instances are actually misleading. For example, on page 1008 the reader is led to infer that the decision of the Supreme Court of the United States in *Central Bank* v. *Hume*, 128 U. S. 195 (1888), was rendered in a jurisdiction where a statute was in force protecting the policy money in the hands of a wife from the claims of the husband's creditor. Such, however, is not the fact. That most unsatisfactory decision can lay claim to no statute by way of justification. The author discusses what is really another phase of the same subject in § 2344 (under Assignment and Transfer of Policy). and there enunciates a general principle which would seem to require a modification, at least in Pennsylvania, in view of the language of the court in *McCutcheon's Appeal*, 99 Pa. 133 (1881). Under this same subject of Beneficiaries, Subdivision II contains a most useful collection of decisions in construction of various phrases often embodied in the beneficiary clause.

Title V deals with Insurable Interest. This is, of course, one of the most important parts of the work. The author's exposition of the law relating to insurable interest in property is clear and satisfactory. He also sums up the decisions upon insurable interest in life, but fails to clear up the difficulties of the subject. In § 889 we could wish for a dissertation upon the reasons for requiring an insurable interest in life. The author implies that the most important element is the presence of good falth. While we could wish that this were the law in life cases, it is hardly consistent with the many decisions in which lower courts are reversed for having left to the jury the question of good or bad faith as the determining factor in the problem. If the author had worked out some definite theory upon this point, he would have been enabled to give us a more satisfactory discussion of insurable interest as related to assignment than that which appears in § 914. The important case of *Mutual Life Insurance Company* v. *Allen*, 138 Mass. 24 (1884), is cited in this connection, but the problems which it raises are not carefully considered. We note the curious error in foot note 150 (page 1060), where Shadwell, V. C., is represented as having delivered the opinion of the Supreme Court of Massachusetts in this case. In § 915 proper emphasis is placed upon the importance of determining, in cases of assignment of life policies, who it is that pays the premium. It would have been well if the author had laid stress upon the same point in § 954 in the course of his discussion of the insurance of a debtor's life for the benefit of his creditors. If the debtor pays the premium, the creditor can retain out of the policy money only his debt and interest. If, however, the creditor pays the premiums, the weight of authority favors the retention by him of all the insurance money—*provided* that a proper relation exists between the amount of the debt and the amount of the policy. In regard to this last point, Mr. Joyce's discussion is

meagre. In the foot note to page 1095 he cites from the opinion of *Grant* v. *Kline*, 115 Pa. 618 (1887), the formula suggested in that case for determining the reasonableness of the relation. This formula is obviously worthless, as it assumes that the interest of the creditor in the debtor's life is increased to the extent of the premiums payable on the policy during the expectancy. The formula would, therefore, justify a policy indefinitely large upon the basis of a debt indefinitely small. The citation concludes with these words: "This view, however, has never been adopted by this court in any adjudicated case." The author has failed to observe that the later decision in *Ulrich* v. *Reinoehl*, 143 Pa. 238 (1890), (which he has cited on the same page), actually adopts this formula and makes it the basis of a decision. The reader cannot help wishing that Mr. Joyce had discussed the reason for requiring a relation between the amount of interest and the amount of the policy in cases of creditor's insurance, when it is all the while asserted by the courts that the contract is not a contract of indemnity.

Title VI contains a valuable discussion of Premiums and Assessments. Title VII deals with Attachment and Duration of Risk. The description of voyage policies is a good piece of work, and the same remark applies to the discussion of the time at which the risk attaches and terminates. The implied criticism in § 1500 of *Garrigues* v. *Coxe*, 1 Binn. 592 (1809), is hardly justified. The weight of authority favors the view taken in that case, that a policy "at and from" attaches when the ship has been moored for twenty-four hours in good safety. Chapter XXXVIII contains a valuable statement in regard to the risk on goods and freight. Chapter XXXIX discusses Rescission and Cancellation.

Title VIII is occupied with "Subject of Insurance." Passing from the two chapters on Description of Parties and Property, we note Chapter XLII on Concealment in Marine Risks, and Chapter XLIII on Concealment in Other than Marine Risks. These chapters are, upon the whole, good. Two suggestions may be made. The first is, that "good faith" is not a sufficient basis upon which to base the duty of disclosure. This appears, from the circumstances, that an innocent failure to disclose material facts is fatal to the contract—at least in marine cases. The truth is that commercial convenience requires that the underwriter in marine cases shall act upon the convention that the facts which he knows, or ought to know—together with the facts disclosed—are all the material facts in the case. If this convention is in any case contrary to the fact, there is no contract and the underwriter is not liable, even if the insured is innocent. The second suggestion is that the discussion of concealment should have begun with some general considerations applicable to concealment in all kinds of cases—proceeding next to the consideration of concealment in marine, fire and life cases. In this preliminary discussion such cases as *Carter* v. *Boehm* should have been considered. As it is, this leading case is cited by Mr. Joyce as one of his most important authorities in each of

these two chapters, which, presumably, are intended to deal with distinct legal developments. The chapters on Representations and Warranties are all that could be desired, Chapter XLVIII being particularly interesting. No reason is perceived, however, why there should not be more succinctness in the summing up of the subject of seaworthiness as related to time policies than that which we find in § 2154. Perhaps we may suspect our author of having taken his material at second-hand from the text writers instead of going to the cases. Incidental justification for this suspicion is found in the fact that he bases his statement of the law of England in regard to this point upon what purports to be the language of Lord Campbell, in *Dudgeon* v. *Pembroke*. He even quotes from the opinion in that case, and credits the language to Lord Campbell (§ 2154). In point of fact, *Dudgeon* v. *Pembroke* was decided long after Lord Campbell's death. The opinion was delivered by Lord Penzance, and Lord Penzance quotes Lord Campbell's words spoken in an earlier case. Turning to Arnould on Marine Insurance, we find a summary of *Dudgeon* v. *Pembroke*, with an extract from the opinion given in such a way as to lead a hasty reader to believe that Lord Campbell had delivered the opinion. Is this the explanation of Mr. Joyce's error? We have here an interesting little problem of literary criticism.

Title IX discusses "Conditions Voiding the Policy." It contains, among other things, a good review of the decisions relating to the breach of the condition against alienation. Title X is occupied with a learned and exhaustive dissertation upon "Void and Illegal Insurances and Excepted Risks and Losses." Title XI, on "Risks and Losses," is a valuable piece of work, the chapters on "Abandonment and Total Loss" being particularly good. The fifty-per-cent. rule is satisfactorily discussed in Chapter XLIV.

Title XII deals with "Conditions Affecting Losses and Actions," and Title XIII contains a good summary of "Average, Adjustment and Damages." Title XIV is entitled "Rights, Remedies, Pleading, Practice and Evidence." There is here collected a mass of miscellaneous matter which belongs in various parts of the field of remedial law. Chapter LXXIV deals with "Subrogation," Sections 3540–1 contain a good statement of the effect upon the underwriters' liability of a release given by the insured to a tort feasor.

Sections 3545 and 3551 should have been consolidated, in order to make it clear that the present form of policy has rendered inoperative the clause in the bill of lading stipulating that the carrier shall have the benefit of the insurance. In section 3556, we again regret the absence of a vigorous statement of principles. The section-heading seems to imply that there are cases in which subrogation is enforced against the mortgaged premises under a policy upon mortgagor's interest. It is conceived that such is never the case. Some semblance of authority in support of the implication is derived from the statement of *Kip* v. *Mutual Fire Insurance Company*, 4 Edw. Ch. N. Y. 86 (1842). In point of fact, Mr. Joyce's

statement of that case is incorrect. He fails to notice that at the time of suit the mortgagor had sold the mortgaged premises and had therefore parted with his interest. The policy in the hands of the mortgagee was therefore either a policy on the mortgagee's interest or else was wholly inoperative. In section 3569 the author loses a good opportunity to discuss the limits of the right of subrogation in connection with the decision in *Castellain* v. *Preston*, 11 Q. B. D. 380 (1883). On the whole, however, the chapter is a good one, and by far the best in Title XIV.

We may end this summary of Mr. Joyce's work as we began it—with the expression of our belief that the author has made a valuable contribution to the literature of Insurance Law which will be highly appreciated by the profession. The plan of the work is well conceived, and in the main has been satisfactorily carried out. The work has many blemishes. but they may, for the most part, be removed in the preparation of a second edition. It is to be hoped that when the time comes for a new edition, Mr. Joyce will reconsider some of the most important chapters in a determination not to follow the courts in their wanderings in portions of the field where judges have lost their way, but to lead the courts to sound conclusions by a path which Mr. Joyce is thoroughly competent to mark out for them. *G. W. P.*

MANUAL OF MEDICAL JURISPRUDENCE. By ALFRED SWAINE TAYLOR, M. D., F. R. S. Revised and edited by THOMAS STEVENSON, M. D., London. Twelfth American Edition. Edited, with Citations and Additions from the Twelfth English Edition, by CLARK BELL, LL.D. New York and Philadelphia: Lea Brothers & Co. 1897.

At this time, when by reason of various important controversies in our courts, the intimate relation and importance of medical science to the law is being illustrated and emphasized, a new edition of a standard work of this character is indeed a timely arrival. It will be remembered, that in the eleventh American Edition, the work was brought thoroughly down to date, and the law and judicial decisions, both in Great Britain and in the United States, introduced, together with a tabulation of the cases and a reference to all the authorities. This present issue continues this work along the same line to the present date, and in view of the great development of medico-legal surgery of later years, devotes to it a chapter. So many topics are included that the scope for the discussion of each is necessarily rather limited. The author, however, begins with general remarks on Medical Evidence. and then discusses under the head of Poisoning, Corrosive and Irritant Poisons, Metallic Irritants, Vegetable and Other Irritants, and Neurotic Poisons. He then takes up in order the subject of deaths resulting from Wounds and Personal Injuries, and under Asphyxia treats deaths resulting from Drowning, Hanging, Strangulation, Suffoca-

cation, and also Lightning, Cold, Heat, and Starvation. Then follow chapters on Pregnancy, Delivery, and Criminal Abortion. Infanticide receives very accurate and extensive treatment, and is followed by chapters on Birth, Inheritance, Legitimacy, Paternity, Impotence, Sterility, and Rape. Under the topic of Insanity, the author criticizes the various medical and legal definitions of that term, enumerates the various forms it assumes, and discusses the Lunacy Laws, the Civil Responsibility of Lunatics, and Insanity as a Defence to Criminal Charges. The work closes with a chapter on Life Insurance, in which the importance of medical evidence is again shown, and a final chapter, introduced by the editor, on Medico-Legal Surgery, which, while by no means as comprehensive as might be desired, nevertheless furnishes the groundwork for a complete study of that subject. A lawyer is prone, perhaps, to consider a book of this character as lacking in completeness on its legal side, but when we remember that its purpose is to emphasize the importance of certain physical phenomena in their bearing on legal controversies, and to suggest to physicians their course of conduct in such circumstances, rather than to discuss the legal principles involved, such a comment is perhaps hypercritical. Mr. Bell's work is unusually well done, and he has made clear the present state of the law on medico-legal matters, and has carefully cited nearly seven hundred cases and authorities, which furnish many sources of information to medico-legal jurists. *J. A. M.*

A TREATISE ON FRAUDULENT CONVEYANCES AND CREDITORS' BILLS. By FREDERICK S. WAIT. Third Edition. New York: Baker, Voorhis & Co. 1897.

It is unfortunately true, as Mr. Wait points out in his introduction and reiterates in the course of his work, that the subject-matter of his work is of great and growing importance, and this not only to the practicing lawyer, whose clients are constantly defrauded by the covinous transfer of the debtors' property (a transfer, to the shame of our profession be it said, which often would not have been either thought of or capable of execution without the assistance of a brother lawyer), but also to the honest legislator who wishes to understand and avert a great public evil. We cannot agree with Mr. Wait, however, in thinking that the evil which exists can be cured only by the courts, and that the possibilities of legislation for the purpose are very limited. The familiar "supplementary proceedings" in vogue in New York for the purpose of obtaining discovery of a debtor's assets, and the Act of July, 1897, making the confession of a fraudulent judgment a misdemeanor under the laws of Pennsylvania, are illustrations of what can be done in this direction: nay, as the abolishment of imprisonment for debt was the prime cause of our modern fraudulent conveyances, is it not possible that the remedy may lie by a return to imprisonment in the form of criminal penalties, not for honest and unfortunate, but

for unscrupulous and fraudulent debtors—and with them those who have assisted them in their designs?

For the practitioner, this now familiar text-book in its revised form is certain to meet with favor. The arrangement of the subject-matter is excellent, rendering it easily accessible without requiring the index. The first nineteen chapters are devoted to a consideration of fraudulent conveyances and the creditors' remedies generally; the rules and principles of law are carefully explained, and the various steps in the remedy traced in order, though, as a matter of arrangement, it would seem as if Chapters XIV to XVII inclusive, relating to the substantive law, should precede Chapter VII, where the discussion of practice is begun, and as if Chapters XVIII to XIX on "Evidence" and "Defenses" should precede Chapter XI on "Decrees." Then, too, it is not quite clear why Chapters XXV to XXVI are not inserted much earlier in the work. With this comment, and the further one that both text and notes are almost too much overladen with New York decisions to suit entirely students in other states, we have criticised the book as far as possible; on the other hand, the unusually neat type and general appearance of the volume, the clear style of the writer, and the evident care with which he has done his work, are all deserving of high commendation. The practice of citing a text from a leading authority at the head of each chapter is a novelty, and may be useful to the student.

Leaving his subject proper, Mr. Wait revels in Chapters XX to XXIII in a discussion of some leading types of fraudulent conveyances, viz.: Between husband and wife, general assignments, chattel mortgages and spendthrift trusts. His subject has now become more inspiring, and particularly in Chapter XXIII he does not refrain from severely criticising the doctrine of the United States, Massachusetts and Pennsylvania courts with regard to spendthrift trusts. Though it is impossible to treat such topics completely in a single chapter, yet the reader will find much of interest in his application of the law of fraudulent conveyances to these familiar topics. *R. D. B.*

CELEBRATED TRIALS. By HENRY LAUREN CLINTON, Author of Extraordinary Cases. New York and London: Harper & Bros. 1897.

Mr. Clinton's career at the Bar has been really unusual. It is safe to say that very few living practitioners have been connected with such a large number of cases of extraordinary interest. In many instances, the interest is derived from the peculiar circumstances attending the cases, but though the book is extremely interesting, it is particularly so because of the prominence of the characters figuring in it. In the present volume, for example,—written, so the author's preface informs us, because of the encouragement given to him by the "generous favor" with which his earlier work, entitled "Extraordinary Cases" was received by the profession, the public, and the press—there are included the

case of Kelly, the Tammany Chieftain, against Mayor Havemeyer, for libel; the trial of Richard Croker, the present leader of Tammany, for the murder of John McKenna, during an election row; the famous Tweed case, and the trial of A. Oakey Hall, Mayor of New York, for official misconduct. Among the cases related whose claim to perpetuation rests rather on the facts than on the prominence of the parties, is the Cunningham-Burdell murder case. Mrs. Cunningham was indicted for the murder of Dr. Burdell, a well-known dentist. At first, public opinion was strongly against her, but through the efforts of Mr. Clinton, arrayed against whom was Samuel J. Tilden, as well as other eminent counsel, the tide was turned in her favor, and she was triumphantly acquitted. This case is told at great length, and contains numerous valuable suggestions for practice in criminal cases. Many prominent lawyers figure in these trials, and adding also to the interest of the book, especially in giving it a stronger contemporary color, is the habit of the author of making copious extracts from the newspaper reports of the day. On the whole a very readable book.

W. C. D., Jr.