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## Editorial Notes

The Editors

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# ST. LOUIS LAW REVIEW

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## Notes

### THE DEATH OF CHANCELLOR HADLEY

It is the sad duty of the REVIEW to record in this issue the untimely death on December 1, 1927, of Chancellor Herbert S. Hadley. The career of the man is so well known that it would be superfluous to summarize it here. As a tribute to Chancellor Hadley and as an account of his services to legal education, the article by Professor Tyrrell Williams, printed elsewhere in this issue, serves far better than any editorial note could hope to do. Professor Williams was among those most closely associated with Chancellor Hadley during the closing years of the latter's life, for they were constant co-workers in all matters relating to law and to legal education. Professor Williams was Acting Dean of the School of Law in 1926-1927.

## ADVISORY COMMITTEE

Early in the present school year, a suggestion was made to the staff of the *ST. LOUIS LAW REVIEW* that it create an advisory board of practicing attorneys who might assist in giving suggestions and constructive criticism in the publication of the *REVIEW*. At a luncheon to which a number of the younger lawyers of the city were invited, this plan was explained, and those present resolved themselves into a committee, with Mr. Harry W. Kroeger as chairman, and Mr. Frank P. Aschmeyer as secretary. The members are: G. A. Buder, Jr., R. S. Bull, R. W. Chubb, J. M. Douglas, A. M. Hoenny, W. McCaleb, R. H. McRoberts, D. L. Millar, D. C. Milton, R. R. Neuhoff, W. J. Phillips, K. P. Spencer, M. R. Stahl, M. L. Stewart and I. Treiman.

This committee meets shortly after the publication of each issue, and gives suggestions for improvements to the editors. The members also send to the editors, from time to time, important cases which they think should be noted for comment in the pages of the *REVIEW*. It is thought that in this way the *REVIEW* will be of much greater interest to the members of the Bar, since practicing lawyers are better fitted to suggest topics to be treated, than are students.

## CONTRIBUTIONS TO THIS ISSUE

"PROBABLE CAUSE" IN CONNECTION WITH APPLICATION FOR SEARCH WARRANTS. By Ben Ely, Jr.

Mr. Ely, of Hannibal, Missouri, is Prosecuting Attorney of Marion County and an alumnus of the University of Missouri Law School, class of 1922. His article is of concern to all who are interested in law enforcement.

NEW DEVELOPMENTS IN THE LEGAL CLINIC FIELD. By John S. Bradway.

Mr. Bradway, a member of the Philadelphia Bar, is secretary of the National Association of Legal Aid Organizations. He reviews a significant development in legal education, designed to introduce the laboratory into the law student's work.

HERBERT HADLEY AND LEGAL EDUCATION. By Tyrrell Williams.

For further discussion see editorial note on The Death of Chancellor Hadley.

TABLE SHOWING AMENDMENTS TO THE ACT TO REGULATE COMMERCE—AND THE SECTIONS AMENDED. By Charles E. Cullen.

This table gives at a glance a picture of the changes in the Act To Regulate Commerce, from its passage down to date. Mr. Cullen, who is a Professor of Law at Washington University, wrote an article for No. 1 of the current volume of this *REVIEW* on THE LONG AND SHORT HAUL RULE IN MISSOURI, and is editor of *GODDARD, OUTLINES OF BAILMENTS AND CARRIERS*, second edition, which was recently published. Additional copies of this table may be obtained from the office of this *REVIEW* at five cents per copy.

In addition to the regular members of the staff, the following students have written case comments: J. Nessenfeld, and Maurice Mushlin. Abraham E. Margolin, of the law class of 1929, has been elected by the faculty to membership on the staff.

### THE SAMUEL BRECKENRIDGE LAW REVIEW PRIZE

The staff of the ST. LOUIS LAW REVIEW takes pleasure in announcing that the first award of the Samuel Breckenridge Law Review Prize of fifteen dollars for the best note published in each number, with an additional prize of ten dollars for the best note in each volume, has been made to Abraham E. Margolin, of the Law Class of 1929. This award was made by a committee appointed by Mr. Ralph F. Fuchs, Faculty Adviser to the ST. LOUIS LAW REVIEW, in pursuance of authority given him by the faculty of the Law School. The committee is composed of Mr. Ralph R. Neuhoff and Mr. Harry W. Kroeger, members of the St. Louis Bar. A third member will be appointed later.

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### THE CONCLUSIVENESS UPON AN INDEMNITY INSURER OF A DEFAULT OR CONSENT JUDGMENT REN- DERED AGAINST ITS ASSURED

The extent to which any judgment against an indemnity insurance policyholder<sup>1</sup> should be conclusive as to the insurance company when it is sued for reimbursement under its policy must, of course, depend upon whether the company is to be regarded as a stranger or a party to actions against the assured of which it has been given notice. Judge Freeman once wrote<sup>2</sup> that, "The question how far a judgment or decree

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<sup>1</sup> For the purposes of this note, it may be considered throughout the discussion that indemnity policies have the following usual provisions: The assured agrees to give immediate notice to the company of the occurrence of any accident, the making of any claims, and the bringing of any lawsuits based on such claims of accident; he also agrees to always assist and co-operate with the company in securing evidence and the attendance of witnesses; the assured further agrees not to voluntarily assume any liability under the policy nor incur any expense thereunder; the company besides agreeing to indemnify the assured against loss arising from claims for damages on account of occurrences which come within the provisions of the policy, undertakes to defend all suits upon such claims whether groundless or not, in the name and on behalf of the assured, and to pay all expenses incident to such defense; the company is to have the right to settle any claim at its own cost at any time; no action shall lie against the company to recover for loss under the policy unless brought for loss the amount of which shall have been determined by final judgment after trial of the issue. This last provision is frequently accompanied in the new types of policies by clauses to the effect that the insolvency or bankruptcy of the assured shall not relieve the company from the payment of damages, and if the execution against the assured is returned unsatisfied, the injured party may sue the company under the policy for the amount of his judgment, not exceeding the amount of the policy.