Revenue, at the time he makes the demand upon the taxpayer, should send a copy of the demand to some office in which liens upon real estate are recorded and "the records of which are consequently carefully examined by conveyancers."

PLEADING—"REAL PARTY IN INTEREST"—SUBROGATION OF INSURER.

The case of Sexton v. Anderson Electric Car Co., 234 S. W. 358, was a suit to recover damages for injury to an electric automobile. The owner had taken the car to defendant's place of business for inspection and overhauling. Previous to its return employees of defendant while testing it out collided with a lamp post wrecking the car. At the time of collision the owner carried $1,800 insurance on the car to cover loss resulting from such accidents. This amount was paid to owner by the Insurance Company and he transferred all his right, title, and interest in and to the wrecked car to the Insurance Company. The insurance policy contained a stipulation that in case the Insurance Company paid a loss as stated above they would be subrogated to all the rights of owner of car in an action for damages against any third party, and that such action should be brought in the name of the owner of the car. In accordance with this stipulation the Insurance Company brought a suit in the name of the car owner against the third party resulting in a verdict for plaintiff. After the overruling of a motion for a new trial, defendant appealed. Defendant claimed the court erred in refusing to give the peremptory instruction to the effect that the owner was not the "real party in interest." Upon being questioned, the owner of car said that after he had received the money from the Insurance Company he had no interest in the result of the lawsuit; that he claimed no right of action personally and that he considered the action brought for the benefit of the company. It would seem that altho the company could properly bring such an action they should bring it in their own name and not in the name of the owner of the car.

The Supreme Court held, however, that the bringing of suit in the name of the owner of car was proper and the judgment of the lower court was affirmed. The Judge in the opinion cited a number of cases supporting the doctrine of subrogation in cases such as the one under consideration. Railway Co. v. Blunt & Ward (C. C.) 165 Fed. loc. cit. 260; Norwich Union Fire Ins. Soc. v. Standard Oil Company, 59 Fed. 987; Foster v. Railway, 143 Mo. App. 547; Matthews v. Railroad, 142 Mo. 645. There can be no doubt as to the doctrine of subrogation set forth in the above cases or in the case of Sexton v. Anderson Electric Car Co., 234 S. W. 358, but there might possibly be a question as to why in that case action was not brought in the name of the Insurance Company rather than the owner of the car. At common law this would have been the action since it had to be brought in the name of the assured. Hartford Fire Ins. Co. v. Wabash Railway Co., 74 Mo. App. 106, and L. & G. W. Steamship Co. v. Phoenix Ins. Co., 129 U. S. 397, are cases similar to above, both

supporting the doctrine of subrogation, but action was not instituted in the name of the owner of the injured goods but in the name of the Insurance Company. A case in point with the main case under consideration is Luke Hart et al. v. The Western Railroad Corporation, 13 Mot. (Mass.) 99 in which it was held that the Insurance Company might bring an action in the name of the owner of the injured goods or property. In Sexton v. Anderson Electric Car Co., 234 S. W. 358, it was possibly due to the stipulation in the policy that action might be brought by the Insurance Company in the name of the owner of the car that influenced the Judge in affirming the decision of the lower court.

PLEADING—SUFFICIENCY OF NEGLIGENCE PLEAD GENERALLY.

In the case of Van Bibber v. Willman Fruit Co., 234 S. W. 356, the servants of defendant company negligently and carelessly ran a large automobile truck into a horse, wagon and harness belonging to plaintiff, destroying the wagon and harness and injuring the horse. Plaintiff brought action alleging that "defendant company, its agents and servants, carelessly and negligently ran a large automobile truck, being then and there used in its business, against and upon the wagon, horse and harness" and praying judgment in the sum of $200. To this petition defendant filed a motion to make definite and certain. Plaintiff failed to do so and the petition was dismissed. In the Supreme Court the view of the lower court was affirmed holding that it was proper for the defendant to ask that the *facts* which plaintiff claimed to constitute negligence should be pleaded. The reason for this being to advise the defendant of the particular acts of negligence which he would be expected to meet in defense. Bliss on Code Pleading (3rd Ed.) Secs. 135-140; Shohoney v. Railroad, 223 Mo. 649. From a review of other authorities it would seem that there might be a difference of opinion upon the point involved in the main case under consideration. In the case of Mack v. St. Louis, K. C. & B. Railway Co., 77 Mo. 232, in which plaintiff's horse was killed by defendant's locomotive, and where it was merely alleged that defendant "negligently killed" plaintiff's horse without setting out *facts* constituting negligence, the court held that this was a sufficient pleading of negligence. Another case, Senate v. Chicago, M. & St. Paul Railway Co., 57 Mo. App. 223, in which plaintiff's horse was killed by defendant railroad, the alleging of negligence generally was held sufficient, the Court saying, "It has been repeatedly declared that a general averment of negligence is sufficient, and that an allegation specifying *the act, the doing of which* caused the injury, and averring that it was *negligently* and *carelessly* done, will suffice." This view is also supported in Sullivan v. Railroad, 97 Mo. 113; Pope v. Cable Railway Co., 99 Mo. 400; and 1 McQuillin's Pleading and Practice.