

REVIEWS—FLOTSAM AND JETSAM.

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PRINCIPLES OF CONTRACT AT LAW AND IN EQUITY. By Frederick Pollock, of Lincoln's Inn, Esq., Barrister-at-Law, late Fellow of Trinity College, Cambridge. London: Stevens & Sons, 119 Chancery Lane, Law Publishers and Booksellers. 1876.

The title page also states this to be "a treatise on the general principles concerning the validity of agreements, with a special view to the comparison of Law and Equity, and with references to the Indian Contract Act, and occasionally to Roman, American and continental law."

The design of the author is not, as he explains in his preface, to compete with existing works, but rather to supplement them. Coming at the present time, when the division of jurisdiction between Common Law and Equity has to a great extent ceased in England and is gradually disappearing in Canada, a treatise which deals with the inception of contracts, and the more general and broader principles of law on that subject, is especially welcome.

Works on the Law of Contracts, such as those of Mr. Addison and others, admirable and useful though they are, do not give that bird's-eye view of the law (so to speak) which enables one to comprehend at a glance where the roads to Common Law and Equity diverge the one from the other. The object of this author has been to give a concurrent view of the different doctrines of the two jurisdictions; not on the one hand making his work a mere digest of the cases, nor on the other giving a treatise on Chancery procedure in cases where it is sought to rectify the rigour of the Common Law.

The practical advantages of the mode of treating the subject adopted by Mr. Pollock, are as great as the mode is in itself scientific. It is most difficult to get in any available shape the equitable doctrines applicable to a given state of facts as to which, however, the Common Law rules will in all probability be clearly laid down.

The more one examines this work, the more satisfied he must be that the writer must have had a comprehensive knowledge of the subject, and he is certainly most happy in his manner of imparting

that knowledge to others. A book of this kind could not in fact be prepared without much research and learning. It would not be possible, in the way Mr. Pollock has done it, to present to the reader in a lucid manner, in parallel lines, the discrepancies between Common Law and Equity, or wherein the latter corrects the former, or wherein the Civil Law may throw light on the discussion, without a thorough mastery of the subject.

Chap. i. treats of agreements, proposal and acceptance; Chap. ii. of the capacity of parties, sub-divided into natural and artificial persons; Chap. iii. as to the form of contract; Chap. iv. consideration; Chap. v., the effects and incidents of contract; Chaps. vi. and vii. as to unlawful agreements and impossible agreements; Chap. viii. as to mistakes in general; as excluding true consent and in expressing true consent. The next three chapters discuss misrepresentation, fraud and recision, duress and undue influence; Chap. xii., agreements of imperfect obligation.

This work will not do away with such a treatise as Addison on Contracts; but the latter should be consulted after examining this scientific treatise of Mr. Pollock's. One is necessary to the other, and both are necessary to any one who desires full information on a subject which is the most important of any to the practising lawyer.

The book, in its general appearance and necessary details, is all that might be expected from such careful and enterprising publishers as Messrs. Stevens & Sons.

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THE following curiosity in wills has been sent to us: "In the name of God, amen. September the 28th 1856 being the year of our Lord, Dom anno. I Robert Purtell of Norfolk County and township of Wendham is wake of body but of perfect mind and memory: I doe alsoe detest this to be my last will and testimony: I doe alsoe dis avoy all wills and testimonials made before or after this will: I hope to die the Lord have mercy on me: I am determd to devide my estate according to what my mind lads me to (that is my loving and affectionate wife and childring seven), I