in specific performance, and how much ought to be referred to a discussion of the particular specific of contract to which the point may relate. I have endeavoured on each occasion to solve this question with a view to the practical ntility of the following pages, and to what I suppose a lawyer would reasonably expect to find in a treatise bearing the title of this volume.

Several important decisions on the subject of specific performance have appeared during the rogress of these pages through the press, which I have found it impracticable to embody in the text: some of these cases have been referred to in the notes, and others only in the Table of Addenda, to which the reader is referred.

My friend Mr. J. P. Green, of the Middle Temple, has obligingly read the proof-sheets of this book: I gratefully acknowledge his kindness in so doing.

E. F

5, New Square, Lincoln's Inn, 24th May, 1858.