

PREFACE

TO THE FIFTH EDITION

I HAVE again been entrusted by the Author with the responsibility of editing a new edition of this treatise.

It might not unnaturally be supposed that the last word had, before now, been said on the principles applicable to the specific performance of contracts in English law; but, as a matter of fact, in the course of the period—nearly eight years— which has elapsed since the publication of the Fourth Edition, more than a hundred and twenty cases have been reported, and are cited in the present volume, which include not merely illustrations of those principles, but also some interesting developments of them. Such, for instance, are *Halkett v. Earl of Dudley*, discussing the ground and limits of a purchaser's right of repudiation; *Measures Brothers v. Measures*, on interdependent contracts; and *Re Stuckley*, pointing out the very wide applicability of the doctrine of vendor's lien.

Something, too, has for the first time been said in this Edition on a question at present undecided, namely, the power of the Crown to sue, and its liability to be sued, for specific performance.

But, for the most part, my task has consisted in the re-statement, with sundry additions and modifications, of matters already familiar, in the form and manner of their presentment, to the English-speaking legal world.

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