

random cannot be material, but it must state the contract with reasonable certainty, so that the substance of it can be made to appear, and be understood from the writing itself, without having recourse to parol proof.' Again the same learned judge, in *Classon v. Bailey*, 14 Johns. 484, said: 'Forms are not regarded, and the statute is satisfied if the terms of the contract are in writing and the names of the contracting parties appear.' *First Baptist Church v. Bigelow*, 16 Wend. 28, was a case of a sale of a church pew. The same rule was again stated, and the memorandum was held insufficient because it stated no parties or terms of payment. *Calkins v. Falk*, 39 Barb. 620, was a case of a sale of hops. The written memorandum was held defective, and the rule stated that the terms of the contract and the names of the contracting parties must appear in the instrument. This case was affirmed in this court. 41 N. Y. 619; 1 Abb. Dec. 291. The opinion of the court appears in the latter volume, where it is held that the names of the contracting parties must appear in the memorandum required by the statute. In nearly all the cases in this State *Champion v. Plummer*, *supra*, was cited with approval, and the whole current of authority in this State is that the memorandum must contain substantially the whole agreement and all its material terms and conditions, so that one reading it can understand from it what the agreement is. *Wright v. Weeks*, 25 N. Y. 159; *Drake v. Seaman*, 97 id. 230. No case holding a different rule is cited by the General Term and none by the counsel for the respondent, except *Salmon Falls Manfg Co. v. Goddard*, 14 How. (U. S.) 276. There was a strong dissent in that case, and it was said in *Grafton v. Cummings* that it was to be doubted whether the opinion of the majority was sound law. It is clearly in conflict with the general current of authority, and may well be disregarded in view of the later decision of the same court. Tested by the rule established by the adjudged cases, the memorandum in this case was insufficient to answer the requirements of the statute."—*Albany Law Journal*.

Reviews and Notices of Books

The History of Canada. By William Kingsford, LL.D., F.R.S. (Canada), Vol. IV. (1756—1763). Toronto: Rowsell & Hutchison. London: Trübner & Co., Ludgate Hill, 1890.

We have been favored with a copy of the fourth and last volume of this valuable work, and feel bound, for the reasons we assigned for noticing the three former volumes, to call the attention of our readers to that now before us. The close of Vol. III. left the aspect of affairs favorable to French ascendancy, after the destruction of Oswego, the extension of French power on Lakes Champlain and Ontario, and down the Ohio and Mississippi to New Orleans. The present volume records the principal events which, commencing with the advent of Pitt to power, and his energetic policy and action, ended in the conquest and cession of Canada to England; and relates the expedition under