to chapters. They are rather minims than maxims, for they give not a particularly great, but a particularly small amount of information. As often as not the exceptions and qualifications to them are more important than the so-called rules." And yet, mirabile dictu, at another place in the same work (p. 2, vol. 1) he said: "A judge who wilfully refuses to act upon recognized legal maxims would be liable to impeachment." So we incline to the view that the possession of a "little hoard of maxims" is not a bad property for the man of the law.

* * * Notwithstanding Sir Henry Maine's postulate that "neither ancient law, nor any other source of evidence discloses to us society entirely destitute of the conception of contract" (Anc. Law, p. 312), we imagine it to be quite proper to say that a definite system of contract is not to be found in history at an earlier date than the decline of the Roman regal period. Contract arises from the relations existing between men in a state of commerce; and trade, as we know it, began its existence in that epoch. It has to be conceded, of course, that the elements of barter and exchange appear at a much more archaic period in history, for instance, take the dealings referred to by Homer in the Iliad, VI. 234; VII. 472; and, particularly the transaction mentioned in the Odyssey, I. 430. But it was clearly not until after Rome became a great cosmopolitan centre that the normalization of mercantile transactions began. Dr. Muirhead (Roman Law, sec. 12, p. 49) says: "To speak of a law of obligations in connection with the regal period [of Rome], in the sense in which the words were understood in the later jurisprudence, would be a misapprehension of language. It would be going too far to say, however, as is sometimes done, that before the time of Servius, Rome had no law of contract." Trade, then, may be said to be the mother of contract.

* * * Mr. Pike's latest issue of the "Year Books of Edward III." (Year XVI., pt. II.) contains several features of interest to legal scholars, but perhaps the most notable fact established for them is that at the particular period covered by these records "wager of law" had fallen into obsolescence, and proof per testes prevailed. We have here the record of an action of dower by the widow of one William Oky, in respect of a certain messuage at Coventry. The widow alleged that her husband had died in the army abroad