

REVIEW—FLOTSAM AND JETSAM.

will not enforce, either as void, *ab initio*, or voidable by one or other of the parties, and the third chapter speaks of these. The fourth chapter considers how contracts which the law will enforce may be discharged. The complications arising from assignments, or from the death, marriage, or bankruptcy of one of the parties are explained in the fifth chapter. The sixth deals with the remedies for actual or contemplated breaches of contract, either by an action of damages or specific performance. The second book treats of a variety of particular contracts. The mere enumeration of these occupies no less than twenty pages of the table of contents, and the discussion of them seven hundred pages of the book itself.

Some idea of the vastness of the work may be obtained from the fact that over four thousand cases are referred to in the work as authorities for different propositions, and that it contains over twelve hundred pages of solid law.

We do not pretend to say that we have even attempted to analyze the labours of Mr. Cave, except in the most general manner; nor could any words of ours either detract from or add to the generally received opinion of the value, in fact the necessity almost, of this elaborate work to the legal practitioner. It is, in fact, unnecessary to do more than call attention to the fact that a new edition, bringing down the cases to the latest possible date, has been published, and to note the salient points of difference in arrangement between this and the previous editions. Our namesake in England thus sums up its notice of the book: "Mr. Cave, aided by Mr. Horace Smith has done more than sustain the reputation of this treatise. He has greatly added to it."

The type has been enlarged and other improvements have been made in the mechanical execution of the work, which is in the best style of the enterprising publishers.

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CURIOSITIES OF THE LAW REPORTERS.

Thomas's case—Dyer 996, quoted in Phillimore's Law of Evidence, 136. One witness of his own knowledge, and another of hearsay from him, though at the third or fourth hand, are two sufficient witnesses in high treason.

In a very recent case in Tennessee we find one of the learned judges saying: "The same doctrine is to be found in Bracton, Lord Bacon, in Bacon's Abridgment, and was a maxim of the civil law." *Girdner v. Stephens*, 1 Heiskell, 286.

In an old case—*Bagnal contra Langton*, Mich. T., 9 Jac. 1—a man stole his wife against her friends' consent, and sued them for her portion in this court—the Court of Chancery—but was refused relief on the ground, as it was quaintly stated by Sir Thomas Egerton, that "he who steals flesh, let him provide bread how he can."

"We must not steal leather to make poor men's shoes," said Mr. Justice Twisden in *Earl of Plymouth v. Hickman*, 2 Vern. 167.

The virtue of a woman does not consist merely in her chastity. 2 Atkyns, 338; 1 Coop. Temp. Cottenhani, 536, note.

The following language used by Maule, J., in *Martindale v. Falkner*, 2 C. B. 720, is characterised by Blackburn, J., in *Regina v. Mayor of Tewkesbury*, L. R. 3 Q. B. 629; 37 L. J. Q. B. 238, as clear and common sense:—"There is no presumption in this country that every person knows the law; it would be contrary to common sense and reason if it were so."

In *The Protector v. Geering*, Hardress, 85, 99 Atkins says, *arguendo*: "Errors are like felons and traitors; any man may discover them; they do *caput gerere lupinam*." See 1 Man. & Gran. 16 note.

Testators should be prevented, if possible, "from sinning in their graves." This expression, which has become one of the current by-phrases always used in courts of equity on the fitting occasion, fell from Sir John Strange, in *Thomas v. Britnell*, 2 Ves. Sen. 314.

An inhabitant in a county goes with wares in the same county from one house to another to sell them. He is a *rogue* within the statute of 39 Eliz. cap. iv. and other statutes. Jenk. Cent. viii. Cas. 16.

In a case in which it was held that a bond in consideration of past cohabitation is good in law, Mr. Justice Bathurst "pleased the sanctimonious by enriching his judgment" with quotations from the books of Exodus, ch. xxii. v. 16. and Deuteronomy, ch. xxii. v. 28, 29, to prove that "wherever it appears that the man is the seducer, the bond is good." *Turner*, spinster, v. *Vaughan*, 2 Wils. 339. We wonder when a case will occur in which the question of the validity of the bond, the woman being the seducer, shall be solemnly adjudged and reported.