This short summary will give an idea of the plan and contents of the book. Throughout the lucidity, conciseness and minuteness of analysis are remarkable. So also is the originality of view frequently displayed, as for example in the discussion (Part II. Chap. 2. Sec. 4) of the commonly received doctrine that a past consideration will support a subsequent promise, if the consideration was given at the request of the promisor, for which *Lampleigh* v. *Braithwait*, 1 Sm.L.C. 67, is regarded as the leading authority. After examining the cases Sir.R. Anson arrives at the conclusion that unless the *request* is virtually an offer of a promise, the precise extent of which is hereafter to be ascertained, or is so clearly made in contemplation of a promise to be given by the maker of the request that a subsequent promise may be regarded as a part of the same transaction, the rule in *Lampleigh* v. *Braithwait* has no application, and that in spite of the cases decided between 1568 and and 1635, of the continuous stream of dicta in text-books, and of the decision in *Bradford* v. *Roulston*, 8 Ir. C. L. 468, the rule cannot be received in such a sense as to form a real exception to the principle that a promise to be binding must be made in contemplation of a present or future benefit to the promisor.

Again, a few pages later, he criticises another so-called exception to the last mentioned principle, viz., the supposed rule that "where the plaintiff *voluntarily* does that whereunto the defendant was legally compellable, and the defendant afterwards, in consideration, expressly promises," he will be bound by such a promise. After examining the cases he concludes that, though it may not be safe to say the rule as habitually laid down is non-existent, yet the cases cited in support of it seem to fail on examination to bear it out.

It is also worth while to call special attention to the clearness which the author imports into the involved subject of fraud and misrepresentation, with its manifold distinctions and confused terminology. He distinguishes between (1) fraud, properly so-called; which consists in representations known to be false, or made in such reckless ignorance of their truth or falsehood as to entitle the injured party to the action *ex delicto*, the action of deceit, (2) misrepresentation, properly so-called; which is an innocent misstatement of facts, made prior to the formation of a contract, but not constituting a term in the contract, which never gives rise for an action of deceit, and which only affects the validity of the contract in certain special cases, viz., contracts of marine and fire insurance, contracts for the sale of land, and contracts for the purchase of shares in companies. (3). epresentations form ing a term or integral part of a contract, which do not affect the validity of the contract, but which, if they turn out to be false, entitle the party to whom they were made, either to rescind the contract and be discharged from it, or to bring an action for a breach of one of its terms; and having so distinguished, he proceeds, in his usual way, to illustrate each subject by full reference to a few carefully selected cases.

Before concluding we would also call attention to the historical sketch of the gradual development of the idea of consideration in English law, contained in part II. chap. 2. Sir R. Anson points out that the only contracts which English law originally recognized were the formal contract under seal, and the informal contract, in which consideration was executed upon one side. Gradually, however, consideration came to be regarded as the important element in contract, and even the solemnity of a deed came to be represented as making a contract binding, not by virtue of the form, but because it "imports consideration." And, moreover, validity began to be given to executory contracts, though informal, *i. e.*, not under seal, provided consideration, the universal test, was present. But the doctrine that consideration was the universal requisite of contracts not under seal, was hardly recognized by English Judges in all its breadth until after the time of Lord Mansfield.

As to the American edition of the book we have been reviewing, we are disposed to say that its best point is that it is printed in larger type and better form, than the English original, and that its worst point is that it tampers to some extent with the author's text, a thing, as it seems to us, neither politic, nor in any way justifiable. It is fair, however, to add that a considerable number of American cases are cited, but with what care and judgment we are quite unable to say.

LAW STUDENTS' DEPARTMENT

We publish elsewhere a summary of the first lecture delivered by Mr. Hodgins, chairman of the Law hool under the new *regime*. It will be very interesting to our young friends.