REVIEWS.

PRINCIPLES OF THE ENGLISH LAW OF CONTRACTS, by Sir William R. Anson, Bart., M.A., B.C.L., of the Inner Temple, Barrister-at-law, Vinerian Reader of English Law, Fellow of All Souls' College, Oxford: Clarendon Press, Oxford, 1879. American Edition: Edited and annotated with American Notes, by O. W. Aldrich, Ph. D., LL.D., Professor of Law in Illinois Wesleyan University: Chicago, Callaghan and Company, 1880.

Mr. Justice Markby, in the introduction to his Elements of Law, remarks upon the revived demand, observable of late, for a higher standard of legal knowledge, and for a systematic education in law, apart from professional training, and also upon the active steps which have been taken by the Universities of Oxford and Cambridge to do their part towards satisfying this demand. He adds, however, that the only preparation and grounding which a University is either able, or would be desirous to give, is in law considered as a science; or at least, if that is not yet possible, in law considered as a collection of principles capable of being syste, matically arranged, and resting not on bare authority, but on sound, logical deduction; all departures from which, in the existing system must be marked and explained.

One of the latest contributions in this field is the work on thePrinciples of the English Law of Contracts, by Sir W. Anson, Vinerian Reader of English Law at Oxford, the merit of which has been already widely recognized, and which we are heartily glad to see has been recently placed among the text books for use in the Intermediate examinations. It is to be feared, however, that the student who approaches it without some previous acquaintance with the principles of the law of contracts will find it a terribly hard book to master. The very elaborateness of the analysis, combined with the conciseness of the style—qualities which are otherwise its highest commendation—will make it difficult to beginners; and Smith on Contracts, might, we venture to think, have been well retained for the First Intermediate. In places, indeed, the latter writer displays a minuteness of analysis and conciseness of language almost worthy of Aristotle himself, as for example, in the chapter on Discharge by Breach. This we should say was probably the best part of the book, but just in proportion to its excellence would be its difficulty to those who approached it without some previous acquaintance with the subject.

The author observes in his introduction that his main object has been to delineate the general principles which govern the contractual relation from its beginning to its end. He commences by considering the relation of contract to other legal conceptions, and observes that it is a combination of the two ideas of agreement and obligation. Closely following Savigny's analysis, he ultimately defines an agreement as "the expression by two or more persons of a common intention to affect the legal relations of those persons;" and a contract as "an agreement enforceable at law, made between two or more persons, by which rights are acquired by one or both to acts or forbearances on the part of the other."

Having ascertained the particular features of contract as a juristic conception, the author proceeds to treat of the Formation of Contracts. This he does by analysing a contract into its elements, which he then discusses one by one, dividing and subdividing each subject with the greatest thoroughness and perspicuity. These elements are as follows: (1) Proposal and Acceptance; (2) Form and Consideration, *i.e.*, the possession of one or other of those marks which the law requires in order that an agreement may affect the legal relations of the parties; (3) Capacity of the parties to make a valid contract; (4) Genuineness of the consent expressed in Proposal and Acceptance; (5) Legality of the objects which the contract proposes to effect.

After disposing of the subject of the Formation of Contract, the author passes to that of the Operation of Contract, which includes that of the Assignment of Rights. Next comes the Interpretation of Contract, where he deals in a most methodical and lucid manner with the admission of extrinsic evidence in the case of written documents (1) as to the existence of the ocument; (2) that the document is a contractd (3) as to its terms. Finally there remains the Discharge of Contract, while as appendices are two short treatises on Contract and Quasi-contract, and on Agency.