BOOK REVIEWS


We have here a brief portion of what bids fair to be a monumental work on English Civil Law. Before us at present are but eight of the twelve “Titles” under “Section I” of Book III of this “Digest of English Civil Law.” Book III is entitled “Law of Property,” and its proposed table of contents contains XVI sections, which cover (a) Land, (b) Chattels Corporeal, and (c) Choses-in-Action. The portion of this book under review treats of “the estates recognized by English Law,” and “Future Interests in Land.”

One is immediately impressed upon looking into this work with the excellence of its typographical arrangement. Then the subject itself is made easily accessible by the logical, concise and pithy manner in which it is set forth. The subject-matter is comprehensive, yet presented in its simplest form, which is especially to be appreciated in dealing with the mazy subject of real property law. The law in the present volume is brought down to midsummer, 1911. This work is being prepared in a painstaking and masterly manner, and we shall await with much interest its completion.

H. C. C.


In a book on arbitration of which President Taft can say, as he does in the foreword to this, “I am indebted to Mr. Morris for much information contained in the present volume,” there is certain to be much for the general reader who seeks to know the what and the why of arbitration. From it such an one can learn the general progress of international arbitration up to the present time, and also the particulars of many of the important disputes settled in this fashion in the last century and a half.
That all questions are at the present stage of the development of the human race susceptible of settlement by arbitration is not here completely demonstrated. But Mr. Morris is very happy in his statement of what has been done and of his hopes for the future, based on the gradual extension of international arbitration to questions that a few years since would have been determinable only by war. This history furnishes a firmer basis for a hope for universal international arbitration than can be gained from a library of a priori reasoning.

C. J. R.

Outline of the Jurisdiction and Procedure of the Federal Courts.

This book is "a manual or ready reference book" on Federal Jurisdiction and Procedure. It does not pretend to be an exhaustive treatise, yet Mr. Long, with his characteristic terse and readable style, covers the subject with considerable thoroughness. The book is designed primarily for law students, but this condensed work, including as it does the complete text of The Federal Judicial Code of March 3, 1911, which went into effect January 1, 1912, will frequently be found useful by practitioners.

In Part I the author treats of the different phases of Federal Jurisdiction, describing in detail the several Courts of the Federal judicial system. Separate chapters are devoted to the subjects of Removal of Causes, and of Procedure in the Federal Courts; and in an Appendix the Federal Reports and Statutes are discussed and the various publications and editions of each described.

Part II consists of the complete text of the new Federal Judicial Code.

H. C. C.


Professor Ashley in this work has produced a rather unique but altogether admirable treatise on the subject of Contracts. His aim has been to get away from the old hide-bound traditions and
technicalities of the common law, and to give in a concise and clear way the law of contracts as worked out in accord with modern ideas of justice. His work is not intended strictly as a textbook, but rather as an original, philosophical study in contract law, more properly for use as collateral reading.

The main divisions of the book follow in general the classification laid down by other writers—the Formation of Contracts, Conditions in Contracts, Rights of Third Persons not Parties to the Contract, the Statute of Frauds, Obligation other than Single Contract, and the Discharge of Contracts. It is in the treatment of the subjects embraced under these main heads that the author departs from the usual methods. As an instance—in taking up the matter of consideration, the old theory of the necessity for a money consideration is dispelled. Professor Ashley argues that this idea—thought to have originated in Roman Law—was a mere accidental development in English Common Law; and that today, as it has been changed, “a consideration need be neither a benefit to the promissor, nor a detriment to the promissee, provided only that the promissee has furnished something sufficient in law which the promissor desired in exchange for his promise, and which the promissee was under no legal obligation to give.”

This work—the result of twenty years' practical experience in teaching the subject discussed—while perhaps radical in some of its views, is a step toward placing the law of contracts on a more modern and satisfactory basis.

F. R.