

the new state. Continuing to rise in public estimation, upon his return from Congress in 1849 he became one of the leaders of the bar of the circuit among such men as Stephen A. Douglas, Gen. John M. Palmer and his former partner, Stephen T. Logan. Without doubt he was the best all-around jury lawyer of his day in Illinois. As a cross-examiner he has seldom been equaled. During his career he argued one hundred and seventy-two cases before the Supreme Court of Illinois, the highest Appellate Court of the state, showing a record rarely if ever equaled in his day.

One of the strongest confirmations of Lincoln's ability as a lawyer is the confidence which was reposed in him by his fellow competitors and by the judges before whom he practiced. Many of his most important cases were those in which he was engaged by other lawyers who had had an opportunity to know him in previous contests. His reputation for clear thinking and for honest statement of law and fact gave him what is known as the "ear of the court." And this was especially so in the course of his dealings with Judge David Davis of the Eighth Illinois Circuit, later Associate Justice of the Supreme Court of the United States. "It was Judge Davis and a handful of men who had learned to know and appreciate Lincoln as a lawyer—a small group of his fellow practitioners on the Eighth Circuit: Davis, the judge; Sweet, the advocate; and Logan, the leader of the bar, but especially Davis—who forced Lincoln upon the Chicago Convention in 1860, and thus gave him to the nation."

In presenting this material most entertainingly the author has not lost sight of the fact that in his extensive practice Lincoln lived up to the highest ideals of his profession. Throughout the book especial emphasis is given to this—his fairness to his opponents, his refusal to resort to questionable tricks or practices and his efforts to conciliate rather than to stir up litigation—making for the young lawyer a most valuable text book upon the ethics of the practice of the law.

The work is an important contribution to the literature upon this subject concerning Lincoln, bringing out as it does information concerning a phase of the great President's life which has hitherto been but briefly touched upon. It will be a source of satisfaction to the members of the bar to have it known that it was Lincoln's legal training which preeminently fitted him for his public work and that as a lawyer he is entitled to rank with the greatest the country has produced.

G. S. V. S.

*Law of Contract.* By Sir William R. Anson, Bart., D.C.L., 2nd American copyright edition from 11th English edition, by Ernest W. Huffcut, pp. lii, 462. Oxford University Press.

For the introduction of the student to the study of the law of contract there is no better book published than the work of Sir William R. Anson. It is unsurpassed for a systematic arrangement of topics, for a clear and brief statement of principles, and for a lucid explanation of those principles. The work contains as

much of historical detail as can be read by a beginner with much profit, without at the same time containing such a "mass of statement and illustration" as might tend to "oppress and dishearten the student." The unusual success of the author in attaining his object is evidenced by the wide popularity of the numerous editions of his work, and by the extent to which other writers have used his outline and his text.

In section 32 and again in section 50 it is stated that an offer under seal cannot be revoked even though it has not been communicated to the offeree. This appears to the reviewer to be incorrect. In the first place, it is difficult to see why an offer under seal cannot be withdrawn, even after communication, in case the offer contains no express or implied promise that it shall remain open for a period of time. Surely a seal has an effect only upon a *promise*, dispensing with the necessity of a consideration for a *promise*. There seems to be no ground for a distinction between offers under seal and offers not under seal; such a distinction should be made in the case of promises alone. All mere offers are revocable before acceptance. But secondly, even though the offer contains a promissory expression or implication that the offer is to remain open for a period of time, it should be held to be revocable before it has been communicated. Such a promissory expression is a mere *pollicitation* before it has been assented to by the offeree, and is not a promise at all. See Anson, sections 6 and 23. It is the assent and not the seal that turns a *pollicitation* into a promise. Further, can there be such a thing as an uncommunicated offer? The existence of an offeree and communication to him would seem to be presupposed by the term "offer" itself. See Anson, section 29. If so, it ought to be held that the creator of the thing may stop half way in the creating process, and by drawing back his words before they have been given the breath of life by communication, prevent them from ever becoming an offer at all. The case of *Xenos v. Wickham* and other similar cases can probably be explained so as not to be in conflict with the foregoing. The author admits that his rule is "anomalous" and "irreconcilable with the modern analysis of contract," and the American editor advises that the text be taken with great caution in the United States.

The editor cites American cases in numbers amply sufficient for the student's purpose, and in his notes gives due consideration to the variations from the English doctrines as they exist in our many American jurisdictions. He has also made satisfactory additions to the text itself in places where the condition of American law is such as to demand it; as for example in the case of contracts for the benefit of third persons and in the case of discharge of contract by substantial performance. Altogether this edition is to be highly recommended to American students.

A. L. C.