

acquired by the defendant. Thus, where an ejectment was begun before, but the plaintiff aliened after the statute of limitations had expired, and the Act of 1850 was subsequently passed, and the alienee was substituted under it, it was held that the alienation by the plaintiff before the Act amounted so far to a discontinuance, that the defendant then acquired an absolute title to the land; and that the Act could not constitutionally be made retrospective, so as by the substitution to revive title to the alienee of the plaintiff. *Dillon vs. Dougherty*. WOODWARD, J., dissenting.

*Wharf—Action—City.*—A city having the control and care of a public wharf, and receiving toll for the use of it, is answerable for injuries to vessels landing or lying there, occasioned by reason of obstructions, improperly suffered to lie thereon. *Grier vs. City of Pittsburg.*

And where, by reason of such obstruction, vessels are compelled to lie further out in the stream than would otherwise be the case, and the vessel is by reason thereof struck by bodies floating in the current, such injury is not too remote to be a ground of action. *Ib.*

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NOTICES OF NEW BOOKS.

Commentaries on the Law of Marriage and Divorce, and Evidence in Matrimonial Suits. By Joel Prentiss Bishop. Boston; Little, Brown & Co. London: William Maxwell. pp. 702.

This book, which is carefully prepared by a learned and diligent author, fills a place in our law which required a new and better method and treatment than had previously been extended to it. Heretofore marriage and divorce, though of daily professional consultation, had no elementary treatise specially devoted to them. This want Mr. Bishop has essayed to supply, and has well supplied. The distribution of the subject and its subdivisions, both in form and substance, are out of the old and beaten path, and present a new, clear, comprehensive and well digested plan, entitled to consideration from every lawyer who means to be a scientific legal scholar, and not the "*auceps syllabarum*, &c.," so indignantly and eloquently described by Cicero. Our limits do not allow us to say more

of the author's labors, but we cannot refrain from calling the attention of our brethren to the sensible and well-written preface of the volume, which will give the reader some insight into the labors of a sound and ripe lawyer, upon a difficult and vexatious branch of learning.

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The Law of Contracts, by Theophilus Parsons, LL.D., Dane Professor of Law in Harvard University, at Cambridge, volume I: Boston, Little, Brown & Co. pp. 771.

One would have supposed that no further treatises on the law of contracts were required by the profession, inasmuch as the law catalogues are full of books devoted to this important and comprehensive head of jurisprudence. But Professor Parsons, of Cambridge, having doubtless experienced the difficulty of presenting accurate and comprehensive notions of the principles of the law of contracts to his many pupils, gathered within his classes in that ancient seat of learning, has given to his brethren a *new* treatise, constructed upon a somewhat novel plan. It has been objected to many text books, and especially to Judge Story's, that he gathers together the cases and states the determination in each one, without giving to the reader any general and comprehensive principle or result to be derived therefrom, and that by this process the student is left in a maze of doubts and embarrassments, from which he never recovers himself.

In the treatise before us, Professor Parsons has certainly avoided this difficulty. "He states the principles of law, and he also furnishes all the materials necessary to test his accuracy at once, and without recourse to other books; and what is a peculiarity, he rigidly excludes all cases from his text. Here he states the law as he understands it, and in the notes, which often contain discussions full of learning, and display great research, he furnishes his authorities with abundant fulness. Where the point is doubtful, or has been the subject of conflicting decisions, he fairly places the whole matter before the reader; but he uniformly, so far as we have observed, gives us the benefit of his own opinion—never avoiding the question, or shirking the responsibility. In this volume many thousand cases are referred to in the notes, and scarcely one is mentioned in the text. Not a line is wasted in unprofitable discussion. It is in the highest sense a *treatise*, most conscientiously and laboriously composed, in which the law is presented in a style of transparent clearness, and the points are stated with mathematical precision—the author never allowing himself to

be turned aside from the precise matter in hand, and carefully excluding everything that can divert the mind from following the discussion to its legitimate results."

It remains to be seen, whether this mode of preparing a text book will meet the views of a profession, where authority and precedent are of paramount and binding force, and upon this point we are not able to form any opinion; but the treatise before us has certainly more merit and fewer exceptional peculiarities than any treatise devoted to the subject matter of contracts, that it has ever been our fortune to consult.

We observe in this book, as in many others that come to us from New England, a paucity of citation from the Pennsylvania Reports. Thus, at page 529, 530, where the perplexing subject of the hiring of persons standing in near relation to each other, as parent and child, nephew and uncle, &c., is discussed, the author tells us, "A nice distinction is taken in some cases, between the presumptions which arise wherever service is rendered to a stranger, and where it is rendered to near relations. In general, wherever service is rendered and received, a contract of hiring, or an obligation to pay will be presumed. But it is said not to be so, where the service is rendered to the parent or uncle, or other near relative of the party, on the ground that the law regards such services as acts of gratuitous kindness and affection. We know no American authority for such a distinction, &c." And in his notes, he cites many English and American authorities, and especially the later ones in New England, as *Gould vs. Gould*, 15 Pick.; *Andrus vs. Foster*, 17 Verm., &c., but the latest case given from Pennsylvania, is *Little vs. Dawson*, 4 Dall. 111, Anno 1791. We have had, among other decisions on this very point, *Swires vs. Parsons*, 5 W. & S. 367, Anno 1843; *Defrance vs. Austin*, 9 Barr, 309, Anno 1848; *Steel vs. Steel*, 2 Jones, 66, Anno 1849; *Lantz vs. Frees*, 2 Harris 201, Anno 1850, and *Zerbe vs. Miller*, 4 Ib. 488, Anno 1851; not one of which appears, by the table of cases, to have arrested the attention of the author. It seems to be supposed that we have some "peculiarities" in our jurisprudence, "not easily comprehended elsewhere," and hence our reports are not as diligently read and considered as they deserve to be. Our "peculiarities" are of a kind which the experience of a century and a half has commended to us, as *practically* eminently useful, and we are sure any diligent student who will "turn by night and by day," the elaborate and well reasoned judgments, to be found scattered everywhere throughout Binney, Sergeant and Rawle, &c., will find the law of contracts, which in the multiplied

business of a large community, ceaselessly yields a harvest of litigation, considered with a grasp and thoroughness which will not fail to arrest his attention and command his admiration, whether engaged in settling a petty affair of two bureaus, as in *Roberts vs. Beatty*, or reasoning upon the Pittsburg fire cases, involving millions.

In conclusion, we feel bound to say, that we regard this work, taken as a whole, clear in statement, diligent in citation, accurate in detail, commendable in research, excellent in learning, simple in style, and altogether the most carefully considered and best prepared exhibition of the comprehensive law of contracts, that has ever yet been presented in the English language.

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United States Digest, containing a Digest of Decisions of the Courts of Common Law, Equity and Admiralty in the United States and in England, by John Phelps Putnam, of the Boston Bar; vol. VI., Annual Digest for 1852. Boston; Little, Brown & Co. 1853. pp. 810.

The great house of Little, Brown & Co., have again furnished us with the usual Annual Digest, a work without which no practising lawyer can be informed both easily and cheaply of the current decisions in every part of the United States, and in Westminster Hall. We consider no further notice required, than to announce its publication.

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An Essay on the Principles of Circumstantial Evidence, illustrated by numerous cases, by William Wills, Esq., from the third London edition. Philadelphia, T. & J. W. Johnson, Law Book sellers. 1853. pp. 233.

The important doctrines of circumstantial evidence, have been fully considered by Mr. Starkie, in his practical treatise, and by Mr. Bentham, in his philosophical discussion; but Mr. Wills has given, in this agreeable little volume, most scientifically arranged and admirably generalized, the fruits of almost all the reported cases in a comprehensive and satisfactory shape. Our object in this notice, is however not to praise a book which has been in our libraries for a number of years, but to call attention to the beautifully printed edition now before us. Too much praise cannot be given our law publishing houses, for the large type and white paper, which there is a growing disposition to present for the benefit of professional eyes and tempers. We trust the publishers will be induced to give us other volumes, equally satisfactory in their mechanical department.