

the jury, the question of risk as regarded the two kinds of parcels being a question of fact and not of law. *Held*, also, that as the declaration was framed, the plaintiff was not entitled to recover the £200 as damages for the injury to his trade and loss of custom.

*Semble*, per Martin B., that if the fact had been that the plaintiff was a carrier whose business consisted in collecting goods to be forwarded by the defendants' railway, and that the defendants designedly refused to carry his parcels, which they were bound by law to carry, in order to obtain a monopoly and to destroy the plaintiff's business, under such circumstances a jury would be justified in giving very heavy damages.

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#### NOTICES OF NEW BOOKS.

TREATISE ON THE NATURE, PRINCIPLES AND RULES OF CIRCUMSTANTIAL EVIDENCE; especially that of the presumptive kind in Criminal Cases. By Alexander M. Burrill, Counsellor-at-Law; author of the new Law Dictionary, Law of Voluntary Assignments, &c. &c. New York: John S. Voorhies, 20 Nassau street. 1856. pp. 796.

This is an elaborate volume on that interesting branch of law known to the profession and generally to educated laymen by the name of circumstantial evidence. Few great criminal trials are ever conducted without a large use of this branch of law, and a complete and comprehensive treatise containing all the cases was much needed.

The whole subject, the author tells us in his preface, is comprised in two parts. In the first of these, which is introductory to the other, after some elementary explanations of the nature of evidence, a considerable space is devoted to the illustration of the principle of presumption as founded in nature, and the manner in which it is applied to the development of truth in matters of science as well as in ordinary life. This is followed by a general view of the nature and operation of circumstantial evidence, as an instrument of judicial investigation in criminal cases; presenting, first, the object of inquiry or fact sought; next the facts which are to constitute a basis for the inferences by which it is to be reached; next, the process of inference itself; and finally, the conclusion arrived at or verdict given.

In the second part, the subject is considered exclusively in a judicial point of view, and is treated in detail, with as much minuteness as the limits of the work would allow. The order adopted is the natural one; present-

ing, first, the elements or materials of which the evidence is composed, and, next, the manner in which they are applied to the purposes of proof, with the principles and rules governing such application. Under the first of these heads a large number of facts has been brought together and classified under convenient divisions. Nearly all these facts (especially those of the criminative class) have been extracted with considerable labor from cases of actual occurrence, which are minutely referred to throughout; thus furnishing a digest or repository of useful matter not otherwise easily accessible.

This plan has been faithfully carried into execution and the views presented in a masterly manner, alike creditable to the industry and scholarship of the learned author. The references to the cases are very numerous, embracing most of the celebrated trials which have happened in this country or England. This fact causes the volume to be no less entertaining than instructive, and we cannot send our readers to any volume at once so useful and so full of interest.

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THE LAW OF CONTRACTS. By JOHN WILLIAM SMITH, Esq., author of "Leading Cases," "Law of Landlord and Tenant," &c. Fourth American, from the Second London Edition, by John George Malcolm, Esq. With Notes and References to both English and American Decisions, by William Henry Rawle. And with Additional Notes and References to recent American Cases, by the Hon. George Sharswood. Philadelphia: T. & J. W. Johnson & Co. 1856. pp. 498.

Any good book on the law of contracts must command professional attention. No branch of law is of such universal and such constant application as the doctrines involved in contracts. This book having already been re-produced four times in this country, no notice would seem to be necessary at our hands, a reputation having been firmly established.

The American Notes by able and well known editors add greatly to the value of the treatise itself, and have, without doubt, aided much in bringing it into professional use. Indeed, it would seem now to be quite indispensable in the re-production of English books to add American Notes by competent hands; the American decisions being as important and sometimes as numerous as the English.