

BOOK REVIEWS.

THE LAW OF STREET SURFACE RAILROADS. By ANDREW J. NELLIS, of the New York State Bar, Albany, N. Y. Matthew Bender, 1902.

The most marked tendency in the writing of legal text-books is, so to speak, to take cross-sections of the law. We no longer find so many text-books as formerly dealing with a general topic such as torts or contracts, and grouping for example, the railroad cases under their respective headings. Such books, to-day would be impracticable, for the searcher after precedents would, and does, find himself lost in a maze of authorities from which it is almost impossible to winnow out what he wants. The result must be the narrowing of text-book writing to books of two sorts: first, concise books of comprehensive principles, and, second, books dealing with cross-sections of the law,—that is, all phases of the law which touch on some sort of business or activity, such as corporations, railroads, water companies, etc. To take the present work as an example, the following topics must be dealt with, viz: the law of corporations, as regards organization and conduct of the company; constitutional law and statutory interpretation, as regards the powers of a company; the law of contracts, the law of carriers, the law of negligence, the law of agency, and a dozen more of the main branches of legal learning. No one of these need be exhaustively treated, but all of them must be constantly used throughout the book. The bounds of work of this sort necessarily are not logical, but purely arbitrary, and this in order that there may be some hope for the searcher after precedent.

Granted some knowledge of the fundamental principles of the law, such a book as this is unquestionably the most valuable aid to a busy man. He is sure, when he turns to it, that he will find none but apposite cases, and if the work is as well done as the author has done it in the book before us, the practitioner is saved hours of the worst sort of drudgery in finding and then discarding useless material.

The present volume is complete in scope and very full in citation. It is clear in arrangement and ought to be a great labor-saver, especially to the practitioner whose work lies along the line of street railway law.

The typework and paper are good and a very exhaustive and painstaking index adds to the value of the work.

THE LAW OF CONTRACTS. By EDWARD AVERY HARRIMAN, of the Chicago Bar, Professor of Law in the Northwestern University Law School. Second edition. Revised and Enlarged. Boston: Little, Brown & Company, 1901.

After all that has been said laudatory of the first edition of this admirable book, both in these columns and elsewhere, there is very little to be done except to note the changes which have been made in the second edition.

In general plan the work remains as in the first edition, so far as regards classification of the topics. No two writers on contracts seem quite to agree on the relative placing of such titles as "Capacity of Parties," "Mistake," "Duress," "Illegality," etc., but, on the whole, it is believed that the author's arrangement has proved logical and satisfactory. The historical sketch of the actions for the enforcement of contractual obligations, with which the first edition opened, has in the second, been relegated to an appendix. If the book be intended primarily for students' use, the wisdom of this change is doubtful, as the matter in question, while usually lacking in treatises on the subject of contracts, seems to the writer most necessary for the proper introduction of the beginner to his study of the law of contracts.

The author has adhered in this edition to his purpose, expressed in the first, not to load the book down with citations. He has added, however, quite as many more as were in the original edition. The judicious care displayed in the selection of the cases must be evident to anyone who has had occasion to use the book.

The work has distinctly gained, on the whole, in the second edition and remains the very best book of principles of the law of contract which either a student or a practitioner in America can consult.