

the following: "As if I promise to give you £20 to make your *sale de novo*, here you shall not have an action against me for £20, as it is affirmed in the said case in 17 Edw. IV for it is a nude pact, *et ex nudo pacto non oritur actio*." The original report reads (page 308b), "*Sicōe ieo promise a doner a vous xx li. pur faire votre sale de nouel, icy vous naueres action vers moy pur les xx li. come il est affirme en le dit case in 17 E. 4 sup. fo. 305 b. car e nude pact, et ex nudo facto non oritur actio.*"

The translation given is that made in all the translated reports of Plowden starting with the first in 1792. On page 114 of Ames' Cases Trusts (2nd Ed.) the same translation is made. The possible inaccuracy of such a translation is suggested. The expression "to make your *sale de novo*" would mean the problem of consideration for successive promises of performance of the same thing. If that be the true meaning of the Apprentice, he settled long ago a most difficult question of modern contract law. But Dean Ames has suggested in correspondence with Mr. Crawford D. Hening, of the Pennsylvania Law School, that the word "sale" should be translated not into English letter for letter, but treating it as Norman French, into "hall" or "house," of which the modern French equivalent is "salle." With such translation the argument reads: "I promise to give to you £20 to make your house *de novo*," *i. e.*, to rebuild your house, and of course, it is a *nudum pactum* unless it can be construed a request that he shall rebuild. This meaning appears more in accordance with the trend of the argument, is consistent translation, and not based upon the assumption that the original reports were written in hybrid fashion, interposing English words into the Norman. "Sale" is so translated in the Norman French dictionaries. Moreover, the classical illustration for argument, at that date, was the carpenter's contract to build your house. This excusable and ancient error has crept into Mr. Kenneson's collection of cases.

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BOOKS RECEIVED.

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PROCEEDINGS OF THE ILLINOIS STATE BAR ASSOCIATION, THIRTY-FIFTH ANNUAL MEETING. Chicago: John F. Voigt, Secy. 1911.

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