

Book Reviews

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BOOK REVIEWS

Pollock on Contracts. By SIR FREDERICK POLLOCK. Eleventh Edition by P. H. Winfield. London: Stevens & Sons, Ltd., 1942. Pp. xxxii, 603.

The publishers were fortunate, indeed, in securing so talented a legal scholar as Professor Winfield of Cambridge University to re-edit this classic work. His experience in teaching on both sides of the Atlantic, and in completing the elementary text left unfinished by Sir John Salmond as *Salmond and Winfield on Contracts* (1927), peculiarly qualified him for the task.

Unlike so many English multi-editions, this new edition represents a distinct improvement in both format and content. The longer, thinner volume in clearer, heavier type is much more attractive and convenient than its squatty, bulky predecessor. Though preserving the general character of the famous work, the editor not only has brought up to date both case and statutory material, but has added important citations overlooked in the last edition. Much of the learned author's extensive historical research was reflected in this text, and we are indebted to the scholarly editor for preserving this background. On the other hand, Professor Winfield has rewritten or added to a number of topics, such as Contracts for the Benefit of Third Persons, Certainty of Terms, Frustration, and the place of Public Policy in relation to Illegality. His contributions, whether in text or footnotes, are set off by brackets.

There is very general reference to legislation affecting contracts both in text and annotation. The recommendations of the Chancellor's Law Revision Committee are dealt with sympathetically under the appropriate topics. It may be observed that much of the recommended program of the English Committee has already been enacted in New York on recommendation of the New York Law Revision Commission. But the pioneering reform legislation of New York does not go quite as far as the English recommendations; for example, that the making of any deliberate promise shall be enforceable without consideration whether the promise be oral or written. Professor Winfield supports the Law Revision Committee in advocating the adoption in England of the Third Party Beneficiary doctrine.

The American opening this book looks at once for a reflection of the grim experiences of World War II upon the English law of contracts. Whatever the reason, the result is disappointing. Aside from a footnote under the subject of Frustration (p. 233) enumerating four or five books and as many periodical articles of the period 1938-1941, there is little new in either case citation or discussion. This may be the result of failure to capitalize on the war facts of a case while emphasizing development of legal principles. An outstanding instance of this is the important recent case of *Fibrosa Spolka Akcyjna v. Fairbairn, Lawson, Combe, Barbour, Ltd.*, 2 All England 122 (H. L. 1942) which overruled the old doctrine of *Chandler v. Webster*, [1904] 1 K. B. 493, and permitted recovery in quasi-contract of an advance payment on account, where, owing to war regulations, there was an excusable frustration of the contract, thus bringing the English law into harmony with that of America and the Continent. Neither in the mention of this case in

the text nor in the abstract of it in the appendix does the editor disclose war regulations as the source of the frustration.

A valuable feature of this edition, unusual in English works, is the general correlation of the English and American doctrines in this field of the law by citation to the leading American authorities, *Williston on Contracts* (Revised edition), and the American Law Institute's *Restatement of the Law of Contracts*, which are also cited by the House of Lords in the *Fibrosa* case.

American lawyers will find it worthwhile to keep abreast of the English law, for when confronted by questions of this new era they will find that often the courts of the older land have met and solved the same or similar problems. This volume admirably serves that purpose, and is recommended to the American practitioner as well as to the student of the Common Law.

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