

*Pollock's Principles of Contract.* Thirteenth Edition by SIR PERCY H. WINFIELD, K.C., F.B.A., LL.D. London. Stevens & Sons Ltd. 1950. pp. xlv, 610.

This work is a legal classic and the editor has treated it with respect, all his alterations being placed in square brackets. In some instances, such a method has killed a perfectly good text-book as the reader is annoyed by the fact that many paragraphs are ended by [But, with respect, it is submitted that the author has not understood the real significance of this case. In truth . . . ]. But Sir Frederick's work has stood the test of time and Sir Percy's additions are skilfully tailored into the body of the text. At a superficial glance, the editor's additions seem slight, but where there are important modern cases they have been faithfully discussed—thus the “misleading epigram” that “there cannot be a contract to make a contract” is treated in full. Indeed, over eighty cases have been added since the last edition in 1946 and wherever the reviewer has searched for an important modern case he has found it faithfully recorded. The comments which follow deal only with minor points and do not detract from the reviewer's admiration of the literary tact and learning shown by the editor. Pollock defined contract as a promise or set of promises which the law will enforce—this raises the difficulty that in the case of some cash sales there is no moment when there is an outstanding promise. If I hold up a coin to a newsboy I offer an act for an act—is this a case which is not a contract, or do we imagine that there is a promise on one side for a short moment?

It is unfortunate that more attention is not given to the influence of modern developments on the practical working of contract. The student must grasp the essentials of offer and acceptance and the theory of negotiation, but it would make the work more realistic if a chapter could be added dealing with standardisation of contract, contracts between government bodies, and collective contracts. It must be admitted, however, that the problem of contracts for the benefit of third parties is adequately analysed, and that nearly all the well-known works on Contract ignore the influence of modern trends.

Pollock supported the view that frustration depended on an implication arising from the presumed common intention of the parties—it would have been useful if a reference to the authorities supporting other views could have been added. The editor points out (contrary to Pollock's view) that there are clear signs of the doctrine of public policy before its application to wagers, and rightly emphasises that *Fender v. St. John Mildmay*<sup>1</sup>, is not an adoption without qualification of the view that the categories of public policy are closed.

G.W.P.

1. [1938] A.C. 1.