Law of Carriage by Railway. By H. W. DISNEY. Fifth edition. London: Stevens & Sons, Lim. 1921. (12s. 6d. net.)

THIS book has now reached its fifth edition and established its position. To students it gives an admirable view of an important topic, while the practitioner will obtain at any rate reliable "first aid" from it more rapidly than from the more comprehensive treatises with which it does not claim to compete. Two remarks may be made, which are suggestions, not criticisms. (1) *Denton v. Great Northern Railway* seems to deserve more intensive treatment than is meted out to it in six lines on p. 201. We are told the plaintiff "had a good cause of action against the company," but not whether it was on contract or for the tort of deceit, or both, nor whether the cause of action in tort has survived *Derry v. Peck*. (2) We are told, rightly of course, that the Railway and Canal Traffic Act, 1854, "does not make a railway company common carriers of passengers" (p. 136), and that "the liability of a railway company for the safety of passengers depends . . . on the law of negligence" (p. 137). But the expression "common carrier" connotes not only an exceptionally burdensome degree of liability in carrying goods, often described as a duty of insurance, but also the obligation of certain carriers by reason of their public profession to carry any goods which may be tendered, or *passengers who may tender themselves*, for carriage together with the proper remuneration. The application of this second meaning of the expression to railway companies might perhaps receive consideration in the next edition (see *Clarke v. West Ham Corporation* [1909] 2 K. B. 858). And, as Mr. Disney hints in his preface, a new edition will be needed before long; for the recent war is still affecting railway organization more than that of most other industries.

A. D. McN.

Leake's Law of Contracts. Seventh edition. By A. E. RANDALL. London: Stevens & Sons, Lim. 1921. (£2 10s.)

THIS "old stager," which first saw the light in 1867, is now well into middle age, but in the hands of the learned editor it preserves the vitality, if not the bodily form, of a youngster. It has grown fatter, which is in part due to its wealth of cases (the Table of Cases requires 288 pages); but "Leake" is essentially the *vade mecum* of the practitioner, who must have his cases—a need which the learned editor well knows how to supply, as the editorial notes of the *Law Quarterly Review* continually show. May we make one or two suggestions? (1) Some eight pages are devoted to contracts in restraint of trade; but they contain no reference to the very important judgment of Younger L.J. in *Attwood v. Lamont* [1920] 3 K. B. 571, in which an estimate is formed of the consolidated effect of recent House of Lords' decisions on this subject. (2) Again, one or two cases are referred to in which a covenant in restraint of trade was severed, but nowhere do we find the limits of the power of severance, or the supersession of "the blue pencil test" which misled *Bailhache* and *Sankey JJ.* in the Divisional Court, and was overruled by the Court of Appeal, in *Attwood v. Lamont*, *supra*.