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Restrictions Contractuelles a l lbech Individuelle de Travail dans la jurisprudence Anglaise

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ment, except an agreement made up wholly of inadequate compromises, possible. No agreement limiting the production of raw materials was reached. No appreciable advance was made in reducing the consumption of opium. Little advance was made in the regulation of the international opium traffic.

For the substantial failure of the Geneva conferences the author finds various causes such as the action of the League of Nations in calling two conferences instead of one, in trying to provide the second conference with its presiding officer instead of allowing it to elect that dignitary itself, in lack of trustworthy data, vague definition of the powers of the two conferences, defective or even dishonest reports of daily proceedings, and the attitudes taken by the British delegates. No adequate presentation is made of the decisive effect on the whole situation, and particularly on the attitude which it is *possible* for the British to take, of the condition of anarchy and inefficiency and corruption in Chinese governmental affairs, nor of the effect of the ultra-humanitarian and arbitrary reformist attitude taken by the United States in the conference. Apart from this rather pronounced bias the volume is distinguished for its thoroughness, clear and orderly treatment, and its careful documentation.

University of Wisconsin.

PITMAN B. POTTER.

A WORKING MANUAL OF ORIGINAL SOURCES IN AMERICAN GOVERNMENT. By Milton Conover. Baltimore: The Johns Hopkins Press, 1924: pp. vii + 135.

This work is intended to stimulate the use of the case method in the teaching of political science. It is a guide to the most valuable, original and contemporary sources in the study of the national, state, and city governments. References are made to the Congressional Record, Senate and House committee hearings, United States statutes, leading cases in constitutional law, and various congressional documents and reports. If the course in American government is open to freshmen and sophomores, the method here envisaged might readily prove too heavy. Their preparation does not fit them for such a method, and under it they would likely lose their sense of direction. For use with upper class groups, however, Professor Conover has compiled a valuable piece of work.

University of Chicago.

JEROME G. KERWIN.

LES RESTRICTIONS CONTRACTUELLES A LA LIBERTÉ INDIVIDUELLE DE TRAVAIL DANS LA JURISPRUDENCE ANGLAISE. By A. A. Al-Sanhoury. Paris: Marcel Giard, 1925: pp. xxv 361.

Under the energetic leadership of Prof. Edouard Lambert, the Institute of Comparative Law at the University of Lyons has again performed a signal service to French students of comparative law. This time it takes the form of two volumes, one on the Federal Trade Commission and its functioning (to be reviewed in a subsequent number) and the other the one named above. In the latter, M. Al-Sanhoury endeavors to present to French readers a picture of the past and present English law governing restraint of trade

(using that term in its only correct common law sense, viz., contracts by which an employee or the seller of a business agrees to refrain, partially or wholly, from competition against the other party to the contract). Historically the author divides his subject into four periods, the first, in which all such agreements were held void without further inquiry; the second, initiated by *Mitchell v. Reynolds* in 1711, during which general restraints were treated as before, but partial restraints were subjected to further tests, of which the reasonableness of the promise was the most important; the third, dating from the *Nordenfelt* case in 1894, in which the standard of reasonableness was made the sole determinant, not only for partial, but also for general restraints; and finally, as a result of *Morris v. Saxelby* in 1916, a period in which we still find ourselves and in which an increasingly important distinction is growing up based on wholly new lines, viz., whether the promisor is an employee who is required to enter into the agreement in order to obtain the position, or is the seller of a business, with, it is to be assumed, a greater real freedom of choice as to whether to make or refrain from making such a restriction on his future activities. This historical analysis is not only complete, but is well done. Collateral points, such as the shifting of the burden of proof, the methods of redress against a violator, etc., are noticed and adequately disposed of. Thus, from the descriptive standpoint a unified picture of the entire subject is presented which is a convenient guide even to English readers, and against which few criticisms can be leveled. Most important of these is a tendency toward redundancy. The doctrines of a given period will not only be explained in minute detail in the section devoted to it; they will be forecast in almost as great detail in the discussion of the prior period and will again be resumed, lest we forget, in the following one. Perhaps, like the Bellman in the Hunting of the Snark, the author believes that what he says thrice is sure to be right, but it does waste a lot of time. Other criticisms occur which are less fair or less serious. The former is of the cavalier manner in which the American cases are disposed of—generally merely a paragraph to say that they are like the English cases—but after all the subtitle shows that no pretense is made of an analysis of American law. The latter criticism concerns the strange form in which English proper names are often presented to an astonished reader,¹ but considering the frequent fate of French names in our own writings it hardly becomes us to throw the first stone in this subordinate matter.

The whole volume is not given over to the descriptive matter just referred to. Preceding it there is an explanation for French readers of the meanings of 'standards' of conduct, as distinguished from 'rules,' in order to prepare them for the development of English law from hard and fast rules to the standard of a reasonable restriction. Lastly, there is a criticism of the French courts' adher-

1. An amusing illustration of this is *British Reinforced Concrete Engineering Co. v. Schelff* (1921) 2 Ch. 563, the plaintiff in which has been changed by an inspired compositor to *British Reinforced Conceited Engineering Company*. Incidentally, this particular case seems to have been specially marked for ill fortune as it is miscited in two out of its three appearances in the book.

ence, in form at least, to a few outworn rules, which can only be made to serve the needs of a changing society by an ever-increasing distortion, with a resultant uncertainty, in advance of each decision, as to whether the rule will or will not be stretched and strained just a mite further. This complaint of the uncertainty of French law comes as a revealing glimpse behind the scenes. We, of the common law, have been told so much and so often of the blessings of a code, with its nickel-in-the-slot answer to every question, and it has been so hard to believe that absolutely all possible situations have been provided for by apposite rules, that is a relief to have our doubts confirmed. Even a European code sometime needs 'interpretation' and that interpretation is not always wholly obvious. In such an event the difference between our precedent-following and a genuine system of precedent-disregarding would seem to be the difference between some measure of predictability and none at all.

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E. W. PUTTKAMMER.

THE NEW ANNOTATED FEDERAL JUDICIAL CODE. By James Love Hopkins. Second edition. Cincinnati: The W. H. Anderson Company, 1925: pp. 375.

THE NEW FEDERAL EQUITY RULES ANNOTATED. By James Love Hopkins. Fifth edition. Cincinnati: The W. H. Anderson Company, 1925: pp. 335.

The first edition of the Judicial Code by Mr. Hopkins appeared in 1911. The changes made in that statute by the Act of Congress of February 13, 1925, give occasion for the second edition.

The introduction contains a brief outline of the history of the federal courts and an account of their jurisdiction, in simple form. The main body of the book consists of the sections of the code in order, followed by brief references to the sources from which the sections are drawn and brief notes concerning the construction placed upon the sections or their predecessors by the courts. There is an index and table of cases.

The first edition of Mr. Hopkins's Equity Rules appeared in 1912. This latest edition contains the most recent changes in the rules and the decisions construing them, down to July 1, 1925.

The introduction contains some useful historical material, notably a report on the condition of equity pleading in England in 1912, the questions put to Lord Chancellor Loreburn in 1912 by Mr. Justice Lurton and the former's answers thereto concerning the rules in force in England, and a summary of the effect of the 1912 revision in the United States. Thereafter follow the rules of 1822, the rules in force from 1866 to 1911 with notes regarding sources and construction, and the rules of 1912 with source and construction references. There are also forms for use in drafting bills, answers, motions, master's reports, and decrees. The book ends with a table of cases and an index.

These little books constitute a collection of material doubtless of much convenience to practitioners in the federal courts.

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GEORGE G. BOGERT.