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**A SELECTION OF CASES**  
**ILLUSTRATIVE OF**  
**THE LAW OF CONTRACT**  
(BASED ON THE COLLECTION OF G. B. FINCH)

BY  
**COURTNEY STANHOPE KENNY, LL.D., F.B.A.**  
EMERITUS PROFESSOR OF LAW IN THE UNIVERSITY OF CAMBRIDGE;  
CHAIRMAN OF CAMBS. QUARTER SESSIONS;  
LATE M.P. FOR BARNESLEY

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## P R E F A C E

**T**HE late Mr G. B. Finch, after long experience at the bar, in London, accepted in Cambridge the duties of an academical teacher of law. Wishing to adopt the methods of the Harvard Law School, which he had visited, he prepared and published a collection of judicial decisions on the law of Contract. After his death, a second edition of this work, enhanced in value by the care and learning of Mr R. T. Wright and Professor W. W. Buckland, was issued in 1896. It has long been out of print, and even second-hand copies of it can seldom be obtained. The desirability of its reproduction has thus been obvious. But, under present commercial conditions, a volume of dimensions so large could not be published except at a prohibitive cost.

Under these circumstances, the Cambridge University Press, as proprietors of the copyright, decided that the book should again be made accessible; but in a form so abridged that its price should not place it beyond the reach of the ordinary student. The Syndics, with the kind and ready consent of Mr Wright and Professor Buckland, entrusted to me the preparation of the proposed work.

I have omitted only those very few decisions that seem to have lost their authority or their interest. By the generous permission of the Incorporated Council of Law Reporting, I have been enabled to insert various cases that have been decided since the edition of 1896 was published. Most of the cases contained in that edition I have abridged greatly; but without much detriment, I hope, to their educational value. To some of the judgments I have added brief annotations; to explain or to develop the doctrines they establish. And, as questions of the Interpretation of Contracts arise so frequently in legal practice, I have introduced a chapter upon that subject. I have also added a few decisions upon the Assignment of Contracts. The net result is to give the student, in a volume of moderate dimensions, the pith of the facts and law of some two hundred and forty reported cases.

In abridging the reports, I have been careful to preserve in each a clear presentation (either by the unsuccessful counsel or by a dissentient judge) of the arguments in support of that view which ultimately did *not* prevail. For unless the student realises equally clearly both sides of the dispute, the point adjudged is apt to seem

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## PREFACE

to him a mere foregone conclusion; and thus his perusal of the case, though it affords him information, gives him no mental discipline. A professed study of cases too often degenerates into a study of the mere headnotes. The peculiar advantage of case-study is then lost; and each Report becomes merely a fragment—and a diffuse one—of textbook law. Yet litigation would not have been indulged in had there not been a doubt. It is by actively thinking out the proverbial “competition of opposite analogies,” which created this doubt, that a legal habit of mind is formed—a possession still more valuable to the busy practitioner than even legal erudition itself. Of the practising lawyer’s art we may well repeat what Marshal Foch has said of the art of military strategy, “It cannot be acquired from abstract rules, but only from studying the concrete details of recorded instances.”

C. S. K.

DOWNING COLLEGE,  
*January, 1922.*

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