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document than it is now." Incidentally, Jennings observes that the conservatism of the House of Lords is evidence that party division is largely an economic division or, as we Americans might put it, the "Haves" against the "Have Nots."

Americans need especially to be enlightened as to the function of the monarch. There is a well authenticated story, not mentioned by Jennings, that when Clement Atlee after the Labor victory of 1945, went to the King with his list of the ministers the monarch inquired "Who is your best man?" "Ernest Bevin," was the reply. "Then make him the foreign minister." Atlee promptly complied although he had another on his list for that post. We need incidents like this to correct the American impression that the King is only a figurehead. He is in fact a hard working man putting in more hours than British union rules would permit. Jennings stresses that the King will authorize no official act unless convinced that circumstances call for it. He will not permit a dissolution of Parliament unless convinced public opinion requires it. He will not permit the prostitution of his prerogatives to partisan purposes.

This scholarly little book is eloquent with the enthusiasm of an ardent democrat. "A people can be forcibly enslaved but it cannot be 'forced to be free.' It becomes free because it desires to be free, and it remains free because it so intends." The pages bristle with sentences rich with the flavor of proverbs. "A constitution is not a framework of laws but a tissue of dynamic relationships." "There is an inevitability about social movements that is obscured by the quarrels of petty politicians." Here is a little book that will quicken the pulse as you grow in wisdom while perusing its pages.

Wilfred E. Binkley*

**THE CONFLICT OF LAWS, A COMPARATIVE STUDY. Volume III. By Ernst Rabel.** Chicago: Callaghan and Company, 1950. Pp. xlvi, 611. $12.50.—However the late Professor Joseph Beale's work in the Conflict of Laws may be judged, it will be generally agreed that he provided a synthesis of the subject which lawyers and judges have found exceedingly useful. The central place of Beale's discussion in modern Conflicts' thinking is only underscored by the number and vigor of his critics. In many law schools the principal technique of Conflicts teaching is to de-

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6 Id. at 104.  
7 Id. at 207.  
8 Id. at 36.  
9 Id. at 59.  
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1 Research Assistant, University of Michigan Law School.
molish a portion of Beale's treatise or the Restatement at least once during each class hour. The job of destructive critical attack has been done—almost too well. The need is to rebuild. The old structure has been razed; now the search is for architects to help with new plans.

Movements of reform and true restatement in the Conflict of Laws will find indispensable a thorough study of the conclusions and methods of Dr. Ernst Rabel. The three volumes of his treatise have presented the legal profession with an extraordinarily constructive and suggestive combination of research and analysis. The first volume treated some general conflicts questions and Family Law. Rabel's Volume Two canvassed the choice of law rules applicable to contracts generally. The third and most recent volume is devoted to a study of the rules of choice of law applicable to certain kinds of contracts, and to an exploration of the rules governing modification and discharge of obligations.

In the general contracts area Rabel's conclusions support the principle of party autonomy. Contracting parties should be given almost complete freedom to choose the law governing their obligation. The chief concern of Volume Three is to suggest answers to the question: what if the parties have expressed no choice of law in their agreement? In that event no general rule, such as place of making or place of performance, should be adopted for all contracts, but each contract should be judged by the law "most closely connected with its characteristic feature." Different types of contracts will require different rules. "Place of making" and "place of performance" are too imprecise to serve as contact points for choice of law rules when they are tailored to particular categories of dealing. The bases of new conflicts rules employing new contact points may be found for the principal types of commercial transactions by a careful study of the facts of business life, and by comparing the possible advantages of the array of rules followed in different countries. Further, the law chosen should not vary with the question presented to a court. A single law ought to be employed to decide all the private law consequences of a single agreement.

Rabel's approach to a problem can be outlined by describing his treatment of insurance contracts and the conflicts of laws. He begins by making a survey of the judicial doctrine, the statutes (actual and proposed), and the constitutional problems of the subject in American law. Then different choice of law rules used in foreign countries are described. Throughout the whole discussion the author's wide knowledge of commercial practises pervades his comment on the law. The American doctrines are found unsatisfactory in that they emphasize the formation of the contract or its performance as the localizing factors.

2 Text at vii.
for choice of law purposes. Rules using these contact points permit courts to make "ritualistic gestures" which conceal practical results. A consideration of the European legal experience and the facts of the insurance business point to "intensive state control . . . as the most powerful force localizing insurance activities of all sorts." 3 The insurance chapter concludes with tentative proposals: 4

A contract of life insurance is governed by the law of the state where the insured has his habitual residence, provided that this state claims administrative supervision over the contract, and that an agent of the insurer in the state has participated in the negotiation of the contract.

A fire insurance contract respecting immovables, movables or other interests in a fixed location, is governed by the law of the state of the situation.

Dr. Rabel's most important gift to those interested in the conflicts of laws is a mode of working. Conflicts reform will require reconsideration of our present rules in the light of the law of other nations and of the characteristics of social and economic activity. We are not ready to restate or to legislate. Our need is to think and to study.

Monrad G. Paulsen*

A Comparative Survey of Anglo-American and Latin-American Law. By Phanor J. Eder.1 New York: New York University Press, 1950. Pp. xii, 257. $6.00.—Mr. Eder's book is based upon lectures originally delivered in Spanish before the Inter-American Academy of Comparative and International Law in Havana, February, 1947. The lectures were repeated in English with some additions as an introductory course for Latin-American students at the New York University Law School. The author, born in Colombia of American parents, has been a member of the New York Bar for almost fifty years and has also practiced law extensively in several Latin-American countries. His earlier writings on Latin-American law and history are well known. He is thus eminently qualified to undertake a Comparative Survey of Anglo-American and Latin-American Law, and in the present volume, given the rather narrow limitations of space and the lecture medium, he has performed his task in an effective and readable manner.

The book is brief, some 159 pages of text plus a bibliography of publications in English and other languages on comparative law with

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3 Id. at 336.
4 Id. at 343.
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