

# COMMERCIAL LAW

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## EDITOR'S PREFACE

Business studied as a science is a recent development even in Europe and America. Fifty years ago commercial education was synonymous to apprenticeship. The so-called commercial schools taught nothing else than office routine.

The onward movement of applying science to daily life necessitates a new chapter in business administration. Business is no longer tricks of buying and selling or the guesswork of a few old hands.

The output of commercial and financial literature in Europe and America in the last decade has been abundant and gratifying. A young man entering business may get himself fully equipped for his work, thus greatly shortening his period of apprenticeship and preparing himself for positions of greater responsibility.

China's interest in commercial education was aroused after the World War, and within the last few years the number of commercial schools has been rapidly increasing and the enrollment in these schools growing. With this unprepared boom of commercial education came the natural demand for suitable textbooks. So far, we have to a large extent resorted to imported books, especially in advanced courses. But the defects of a foreign textbook are many: lack of interest in China, unsuitable material, unintelligible

illustrations, unnecessary information on foreign local situations or practices,—all these are too conspicuous to need explanation.

Being a social science business has society for its background. A foreign textbook, because of its foreign background, hardly fits our students. Unless one is well acquainted with the foreign community life upon which the text is based, the book cannot be thoroughly intelligible.

With a view to introducing to China modern business science the Commercial Press Correspondence Schools started the School of Business to teach up-to-date commercial knowledge by correspondence. The School has gone into the expense of inviting specialists with foreign as well as home training to compile textbooks suitable for our students. These textbooks are written to meet the need of our young men intending to take up business as their vocation, the need of middle school teachers of commercial subjects for instruction material, and the need of men already in business for study and reference.

This series of books is meant to afford a student a broad and well grounded training in commercial education, so as to make him an all-round business man, and to supply him with a foundation upon which he can build his special line of study in business.

BAEN E. LEE.

## FOREWORD

The writer of a book on business law is always confronted with the difficulty of having to limit the length of the treatise without omitting an adequate exposition of the essential principles of the subject. In the present instance the author has succeeded in this difficult task, having included within the scope of 281 pages the essential principles of seven legal subjects, knowledge of which is of utmost importance to business men.

One of the book's claims to originality is undoubtedly a happy selection from local business practices, in the presentation of illustrative examples and problems. These examples serve to concretize principles which are often left vague in a textbook.

A work of this kind in English has never before been attempted by a Chinese. It is fortunate that pioneering in this field has been done by one with such unusual preparation as Dr. Chen has had. Having pursued in China studies in Chinese and Anglo-American law, Dr. Chen has had in addition two years of post-graduate study in America, followed by three years of teaching and about two years in the practice of law at Shanghai. It is hoped that Dr. Chen will follow this work with further contributions to the legal literature of China.

G. SELLETT, A. B., J. D.,  
*The Acting Dean of the Comparative  
Law School of China.*

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