



1-1-1940

## Book Reviews

Leon L. Lancaster

Edward F. Grogan

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### Recommended Citation

Leon L. Lancaster & Edward F. Grogan, *Book Reviews*, 15 Notre Dame L. Rev. 172 (1940).

Available at: <http://scholarship.law.nd.edu/ndlr/vol15/iss2/5>

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The question is raised: cannot a taxing body so tax the income of the salary of an employee of an instrumentality to such an extent that the instrumentality is interfered with unduly by discouraging persons from seeking employment therein? It does sound a bit fantastic, but what can prevent a taxing body from so doing? To be sure the principal case has laid down a decision sorely welcomed by the rank and file of American taxpayers perplexed by tax-exempt incomes. But it has opened up a vast field for retaliatory measures between state and federal governments in matters of taxation; it has opened up an indirect method of interference with state and national instrumentalities; and, lastly, it makes the United States Supreme Court the ultimate arbiter as to what extent the taxing power of both national and state governments may be exercised. For has it not been echoed by Mr. Justice Holmes and re-echoed by Mr. Justice Frankfurter that "the power to tax is not the power to destroy while this Court sits?"

*Louis Da Pra.*

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## BOOK REVIEWS

OUTLINE OF THE LAW OF CONTRACTS. By Paul R. Conway.<sup>1</sup> Harmon Publications. 1939. Pp. 416. \$4.00.

Here is the second edition of Professor Conway's well-known work on contract law. Practically every student of the law within the last few years has come into contact with this handy volume. As a supplementary work for the study of Contracts, there has not been published a book that can compare with it. The first edition has been about the most popular outline ever presented to the American law student, and Mr. Conway may feel well satisfied that his second edition has reached, if not exceeded, the same high quality. Since so many are familiar with the first edition, it seems that the best possible way of reviewing the second edition is to compare it with its predecessor.

There have been a few physical changes in the book itself — the binding is stiffer, and the volume is a little larger and thicker. There are fewer pages, but an examination of the text will show that there is generally more on a page, so that altogether it is about the same in length. Professor Conway, in his Foreword, mentions that he has eliminated most of the illustrative case comments under the various sections, because it has been his experience — and undoubtedly that of many law professors throughout the country — that some of the less conscientious students have substituted these small case comments in the Outline for the reading and briefing of the cases contained in their casebooks. Probably many students will be sorry to see this, but I believe that if they examine the volume carefully and compare it with the older edition that they will find that they have lost nothing in the final estimate, for Professor Conway has substituted much valuable text material for this deletion of cases. The citation of Uniform Statutes, where applicable, has been used more often.

The book is still divided into the four general sections: Formation of the Contract, Parries, the Statute of Frauds, and Discharge of Contracts, but he has added two chapters — one chapter on Contracts Without Consideration, where the first edition merely had a brief section devoted to this matter within the chapter on

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<sup>1</sup> Professor of Law, Columbus University School of Law, Washington, D. C.

Consideration; also a chapter entitled Remedies and Measure of Damages for Breach, while this subject was previously treated in about a page and a half in the chapter on Breach of Contract.

Scattered throughout the book, he has lengthened his treatment of certain subjects. For example, on page 120 he has added a section on the History of Third Party Contracts; and in the same chapter he has an added section on Construction Contract Surety Bonds, and on Third Party Rights Created by Statutes. There is more material devoted to Guarantors and Sureties, the Effect of Failure to Treat With the Statute of Frauds, and Novations and Recissions in the chapter on the Statute of Frauds. In the chapter on Conditions, he has added certain excuses of conditions.

In two places the author has added a device that is novel to his first edition — a form of a summarized outline. At the end of the chapter on Contracts Without Consideration, he has two pages of steps or suggestions to be used in analyzing questions of consideration. If the student should remember these points, then he could more easily reach the exact issue in any consideration question. Again, in the chapter on Remedies and Measure of Damages, he has a list of factors to be used in determining adequacy of money damages, and in the exercise of judicial discretion in granting or refusing specific performance. I believe these two items, particularly the one on Consideration, are especially valuable in enabling the student to analyze the problem more readily.

The fundamental purpose of the book still remains the same — an outline that will crystallize the law of contracts so as to be more easily assimilated. It is based on the realization that an exclusive reliance upon the casebook leads merely to bewilderment in many instances because of so many conflicts. Anyone who understands that this book is intended to be nothing but a supplement to the law student's other book, must recognize that Professor Conway's outline is probably the most valuable book available to the law student. For a clear, concise treatment of the law of Contracts, it has no equal. Its outline form is especially adapted to an organized study.

*Leon L. Lancaster, Jr.*

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**THE LAW OF BILLS AND NOTES.** By Henry W. Humble.<sup>1</sup> Harmon Publications, 1939. Pp. 390. \$4.00.

This work is not a mere annotation of the law of Negotiable Instruments but rather a coherent, logical treatment of the subject matter. The author arranges his work in such a manner as to consolidate the material and at the same time permit its intelligent study. Mr. Humble starts his work with a general exposition of the early law and traces its development to the codification of the Negotiable Instruments Law.

Chapter two begins with the formal requisites of a negotiable instrument and the subsequent chapters give a concise treatment of the act. The chapter on Acceptance is succinct but sufficient for a student to comprehend the distinctions between the various forms of acceptance. The chapters are arranged in the following order, Delivery; Consideration; Transfer; Holder In Due Course; Liability of Parties; Presentment, Protest, Notice; Discharge; and Miscellaneous Provisions

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<sup>1</sup> Sometime professor of Law at the University of Kansas and at Brooklyn Law School of St. Lawrence University and Instructor in Law at St. John's school of Commerce.

respectively. He treats each section of the Law, that is pertinent to the chapter heading, individually and then clarifies the section by simple concrete examples. In instances where there are conflicts he endeavors to iron these out and does well by citing cases holding both sides of the question in order to relieve students from the varying jurisdictions of any confusion.

Throughout the work the author reminds us of previous knowledge acquired on related subjects, particularly contracts, and compares the operation of other phases of the law with that of negotiable instruments.

The doctrine of *Price v. Neal* is handled rather elaborately but nevertheless when one has finished studying it one finds that the confusion that may have existed prior to its study is removed.

The Appendix consists of the complete American Negotiable Instruments Law and the English Bills of Exchange Act. At each section of the Negotiable Instruments Act there is a cross reference to the Bills of Exchange Act, other sections of the Negotiable Instruments Law itself, and usually a comment pointing out similarities with references to cases on the point and to the Law Encyclopedias.

*Edward F. Grogan, Jr.*