

intended as a more efficient pedagogical device? Or does Professor Lorenzen intend thereby to demonstrate more effectively the limitations of general concepts (at least in Conflict of Law)? He has scrapped the category (as he calls it) of domicile; and with it have gone some fourteen cases that he used in his Second Edition. From that chapter as formerly written only two cases are printed in the section on Decedents' Estates and two cases are mentioned in footnotes in the chapter on Family Law. Does this mean that Professor Lorenzen has also scrapped the view he expressed in the Second Edition: "Domicil plays a most important role in the Conflict of Laws of England, the United States and of most South American countries"?⁴ Probably not. The Third Edition is not necessarily a repudiation of this statement. Professor Lorenzen need not be taken to deny the importance of the notion of domicile, but only its *governing* importance. In the same way other chapters may be viewed, notably the chapters that received the material dealing with property. Whatever the judgment of the teaching profession of this volume as an improved teaching device, it is admirable as a subtle statement of a point of view regarding divergences, not so much in kind as in emphasis, in underlying conceptions.

This book must have said of it that it is invaluable in the practicing lawyer's library. All of the classic decisions of the past decade and all of the worthwhile and important periodical literature find a place. The footnotes on foreign law are unique and irreplaceable.

NATHAN GREENE.

NEW YORK, N. Y.

CASES ON BUSINESS LAW (Second Edition). By William Everett Britton and Ralph Stanley Bauer. St. Paul: West Publishing Co. 1932, pp. xxxi, 1219.

"This collection of cases is designed for the use of students in schools of commerce and business administration." The plan of the book, however, is so well conceived as to invite consideration for law school use. The subject is opened up with a concise but excellent introduction to the study of law. The material is then divided into six parts: Contracts, to which the compilers wisely estimate about one-third of the time should be devoted, Agency, Negotiable Instruments, Sales, Partnership and Corporations. Preceding the cases in each part is a short but very helpful topical discussion, and in those sections of the law wherein there have been codifications, apposite portions of the various uniform acts are set out. There are generous foot-notes, sufficient citations and pithy discussions inserted appropriately as each subject is developed. The cases, however, are all well edited and selected with rare discrimination, particularly from the standpoint of modern business law and dramatic value.

"Older cases have been omitted," where modern cases will bring out the principles, but to deny a place to *Adams v. Lindsell*⁵ because of its age is a sort of sacrilege in the development of the law of contracts. It is still one of the great

⁴ LORENZEN, CASES ON THE CONFLICT OF LAWS, 2d Ed., p. 9.

⁵ 1 Barn. & Ald. 681 (K.B. 1818).

landmarks with which both professional and non-professional students should be familiar, for the rule it established, as well as its historical and educative value.⁹ *Hadley v. Baxendale*, for the rule of damages, and *Lawrence v. Fox*,⁸ for its reference to third party beneficiaries, are included in the footnotes; they, too, warrant more prominence.

To show how skilfully the compilers have organized their material one has only to glance at the subject of "Discharge of Contracts" in Chapter 5. Section 1 begins with a two-paragraph introduction reviewing the elements of offer, acceptance, consideration and performance or tender of performance. Then, following section 2, a one-half page discussion of agreement, accord and satisfaction, accounts stated and merger as a means of discharging the contract—there are several well pointed cases on this phase of the subject. Under the heading of "Novation" in section 3, the compilers have included a short comment and added two applicable cases,—and then release, cancellation and alteration lucidly explained in one page conclude section 4. Section 5 is devoted to a very extensive consideration of discharge of contract by bankruptcy with comments on various portions of the National Bankruptcy Act, and the whole chapter is rounded out with section 6 which, in a little over a page deals with the effect of the Statute of Limitations.

Thus, in fourteen pages, all the mysteries of the law of discharge of contracts are unraveled to the student by a happy combination of case and comment. The compilers doubtlessly believe in the case system as the ultimate method of teaching law; their plan is an almost ideal mingling of case and lecture material. This compromise adapts itself admirably to non-professional legal education.

The inclusion of Professor Hohfeld's "Fundamental Legal Conceptions as applied in Judicial Reasoning"⁴ can hardly be justified for a book of this type. Such a profound analysis probably merits much time and classroom work in a professional law course, but surely, there is neither place nor time for it in a school of commerce and business administration. The same may be said of the inclusion of the "Parol Evidence Rule". How much more useful it would have been to have added a short discussion of the law of patents and trade marks and the method of registering trade names. Perhaps one may be so profane as to suggest that in a law case book for business students, in these hard days it would not be amiss to include an outline of procedure on the receipt of bad checks, or a little more specific law on the subject of creditor's remedies and false financial statements.

Not the least valuable part of the book is the abridged dictionary, which might with profit to a student and great saving of time to a teacher be appended to first year law school case books in contracts and torts.

MORTIMER EISNER.

NEWARK, N. J.

⁹ Exch. 341, 5 Eng. Rul. Cas. 502 (1854).

⁸ 20 N. Y. 268 (1859).

⁴ 23 Yale L. J. 16 (1913); 26 Yale L. J. 710 (1917).