

BOOK REVIEWS

CASES AND MATERIALS ON CREDITORS' RIGHTS. By John Hanna. Second Edition. Chicago: Foundation Press, Inc., 1935. pp. xxiii, 1369.

The modern casebook serves many purposes. While primarily intended for classroom work in the law school, it also furnishes the practising lawyer with a handy collection of original and bibliographical material.

Lawyers engaged in a general commercial practice will find Professor Hanna's volume a useful addition to their libraries. More than half of the book deals with Bankruptcy in a very comprehensive fashion. The recent amendments to the Bankruptcy Act are included in full, together with some of the more important current decisions. The Paramount Publix Corporation Plan of Reorganization has been printed as Appendix II. Another appendix contains the Orders in Bankruptcy of the United States Supreme Court, brought down to date.

A major division of the volume is concerned with Receivership. The cases under this heading are for the most part Federal decisions, so that this chapter becomes an excellent study of Federal Equity Receivership. One of the principal chapters deals with Fraudulent Conveyance and collects the decisions based on the Common Law and English statutes, as well as those founded on the Uniform Fraudulent Conveyance Act. Short chapters on Enforcement of Judgments, General Assignments and Creditors' Agreements complete the text.

The volume is studded with short notes containing references to a wealth of selected law review and textual material, which cannot readily be found elsewhere. A thorough index adds enormously to the usefulness of the casebook as a work of reference.

The popularity of the first edition of the work with law teachers (it has been accepted by thirty-six law schools since its publication four years ago) may be partially attributable to the fact that there are no other modern casebooks on the subject of Creditors' Rights. From the student's point of view the arrangement of materials leaves much to be desired. A classroom study of Creditors' Rights should impart an understanding of the *comparative* utility of the various methods at hand for enforcement of obligations. For example, the relative advantages of Receivership over Bankruptcy are seldom understood after a compartmentalized study of the law under each heading. A parallel and contrasting examination of Receivership and Bankruptcy Law under various headings common to both, would probably be more helpful to the student.

The rapidity with which courts and legislatures have modified and added to the materials with which Professor Hanna deals may limit the usefulness of the casebook, unless provision is made for the publication of supplements containing new materials. For example, *Gordon v. Ominsky*, 79 L. Ed. 390, 55 Sup. Ct. Rep. 391 (1935) and *Pennsylvania v. Williams*, 79 L. Ed. 384, 55 Sup. Ct. Rep. 380 (1935), recently decided and of primary importance in the law of Federal Equity Receivership, have not been included. Provision has been

made for the publication of supplements to the volumes in the University Casebook Series (*e.g.* Magill and Maguire, Cases on the Law of Taxation), and it is to be hoped that Professor Hanna will make similar arrangements.

MORRIS M. SCHNITZER.

NEWARK, NEW JERSEY.

CASES AND MATERIALS ON CONTRACTS, II: Edwin W. Patterson, Professor of Law in Columbia University. The Foundation Press, Inc. 1935. 2 Vols. pp. XV, 337; XXII, 663.

Professor Patterson's book fits into the recent pedagogical trend, abandoning analytical organization in favor of a course based on convenience and the probable requirements of a practicing lawyer. It is designed for the use of students who have familiarized themselves with the fundamentals of contract law, and contains no material on offer and acceptance, consideration, third party beneficiaries, assignments, joint parties and Statute of Frauds. A good part of its material is culled from conventional courses in Equity, Quasi-Contracts and Damages, with the dual purpose of presenting to the student the legal and equitable remedies available to the parties in a contract action and preparing him for further study of specialized courses dealing with the sale of land and goods, negotiable instruments, mortgages and suretyship.

Many casebooks are an uncharted expanse in which the student progresses from case to case and subject to subject in complete ignorance of his whereabouts, unless he deliberately outlines the course and views it as a whole. Unless the student has both the ability and the energy to correlate each case with the other cases under the topic covered and each topic with the course as a whole, his knowledge of the material presented him will be fragmentary. To solve the difficulty the author makes an earnest effort to provide landmarks for the student without revealing so much of the course as to destroy the advantages in analytical training afforded by the case system. Chapter and topic titles are in the main inforatory, rather than cryptic words which assume meaning only after the chapter has been completed and thoroughly analyzed. Often they are accompanied by illuminating comments. Notes following the cases aid both the understanding of each case and its correlation with the remainder of the material.

Despite the somewhat unconventional organization of this book, details of substantive law are presented along conventional lines. Only one departure from the normal can be discerned, and that in the separation of cases dealing with transactions induced by economic compulsion from those in which the transactions were induced by threats of or actual physical injury or confinement. Analytically, the division seems unwarranted. Under the view adopted by most courts, the existence of duress depends upon whether the party coerced was actually intimidated into entering into the transaction. The cause of the intimidation, so long as it is illegal, is of no significance.

An unusual feature of the book is the great number of cases on insanity

The emphasis is decidedly, perhaps excessively, on the factual elements which constitute the infirmity. In addition, the author includes in the appendix a series of descriptions by outstanding psychiatrists of the most common types of the disease. The reason for the inclusion of this material is difficult to see. Surely, specimen contracts would be more useful to the student.

That the book is a valuable contribution to the material available to the student of contracts is unquestionable. Not merely does it contain an unusual and practical arrangement, but an extensive and well chosen collection of cases. To the teacher it affords a working example of the advantages that may be derived from a change from conventional teaching systems.

LEO YANOFF.

NEWARK, N. J.