

## Book Review: Helm on Contracts

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The book contains one hundred and thirty-eight chapters and is well indexed. The text is supported and supplemented by a quite liberal citation of authorities, consisting largely of the leading or ruling cases, or those showing recent expansion or modification of the law to meet the conditions of modern times. Many of these are digested in the text or notes.

While the book was written primarily for the use of bankers, business men and students, it has also appealed strongly to busy lawyers as a convenient desk book of first resort on commercial questions, and an edition has been prepared uniform in binding with Judge Leonard Jones' well known work, "Legal Forms," for use in connection therewith.

A recent review of Mr. Spencer's book in substance says: "The publishers have made no mistake in the selection of a law writer who has in this work given to present day readers as well as to posterity, a book of great value. It contains no dead wood, but a vast fund of legal knowledge which, supported by copious notes, may safely be examined in the absence of competent counsel. It is the most complete and comprehensive book that has yet been published on the subject of business law. If every banker and business man will keep a copy on his desk for ready reference, he will avoid a great many of the pitfalls he would otherwise stumble into."

As a teacher of law for many years Mr. Spencer has taught business men as well as lawyers. Naturally, therefor, he has produced a book of great value to students. A University Edition is in preparation for schools having extended courses in commercial science. Students at law, particularly those desiring general review, or those preparing for the bar, will find this book particularly helpful and it will remain a useful tool in their hands when they enter practice.

MAX SCHOETZ, JR.

**Helm on Contracts.** Central Book Company, New York City.  
pp. 580.

Every line of literary endeavor occasionally results in books which deserve to survive not because of their intrinsic value but because of some extrinsic fact such as the utter silliness of their presentation or the frankly illegitimate aim obviously and openly pursued. It may be said of the present volume that its presentation is very well adapted to its particular purpose.

According to the preface the book is a second edition the first edition having been published in 1914. Its success has induced the author to include all the cases covered by Keener and Williston and according to the prospectus sent out by the publishers the leading cases from Corbin's, Costigan's and Huffcut and Woodruff's casebooks. The usefulness or at least the use of the book has thus been extended. No matter which of these five case books a teacher adopts, the student eager to evade the hard task of growing strong by wrestling with the cases themselves, will find the book a convenient aid in achieving his aim. A table of cases enables him readily to turn to the page on which any particular case is briefed.

Certainly such a book is preferable to the ordinary type of typewritten or mimeographed brief in which an underground traffic has always existed in probably all law schools. Such briefs in the past have usually been made by unripe law students just as bootleg liquor is made by novices and besides frequently missing the point completely, very often have contained much incompetent irrelevant and immaterial matter. The present book is written by a lawyer of about ten years

standing (judging by the time when the first edition was published) and necessarily avoids many of the pitfalls into which law students walk with the non-chance of a new born bear. The matter contained in it lends itself readily to comparatively effortless assimilation by students bent on resisting knowledge. The book should prove to be a real bonanza to the mental weakling who aspires to build up his mental self on predigested mental breakfast food.

The prospectus sent out broadcast by the publisher actually claims for the volume that it is "the most unique method of treating the fundamental principals and the history of the law of Contracts ever compiled for law students." This claim is true to this extent that the book carries a certain practice in vogue among the leisure loving type of law student, farther than has heretofore been attempted. The fact that the author in his preface earnestly recommends to the student first carefully to read and digest the decisions before turning to his own treatment and states that his digest is merely intended to recall the line of reasoning pursued by the court, not to supplant a study of the cases itself, will not correct the view point with which law students will approach the book. Even his citation from the preface to Keener's Second Edition, correct as it is, will not accomplish any such result. The author indeed renders life service to the case book system of instruction.

It should not be understood by what has just been said that the book will not serve, to some extent at least, a valuable purpose. It suggests to the teacher of Contracts valuable hypothetical situations and gives him ready access to the cases which have been recognized by five different legal authors as worthy of being included in a case book on Contracts. The graduate student who reviews for the bar is presented with a digest which he can use to very good effect. Even the first year law student possibly may use the book as a help in his difficulties rather than as a pony on which (mixing metaphors) to ride across the famous *pons asinorum* which even the old Romans recognize as an existing and ever present fact. The only question is: will he use it legitimately or will he yield to the temptation which is held out to him. Even in this field so far as the present work will drive the present day inane, silly and pointless briefs off their questionable market it will accomplish a real beneficent purpose.

The publication of this work and the wide publicity already given to it raises the question: what is to become of our present case book system of instruction? If the volume has the financial success which the publisher doubtlessly anticipates will it not reduce all pretense of teaching Contracts by the case book method to a farce so far at least as a part of probably every Contract class in the land is concerned. If the book is commercially successful, as it probably will be if the authors and publishers of case books raise no objection to it, will it not result in other similar books on Corporation, Constitutional Law, Persons and on all the other customary courses now given by the various law schools? What then is to become of the system of instruction originated by Langdell and now so universally adopted? Will the law schools be driven back to the text book method or the lecture method or to a combination of all the various methods? Will eventually the restatement of the law, now undertaken by the American Law Institute, be the basis of all instruction just as the code of Justinian is the basis of legal study on the continent of Europe?

The prospectus contains a statement that the book "includes 2,000 supposititious cases of inestimable value for classroom work and in preparing for law school and bar examinations." An inspection of the book discloses that it contains 580

pages. Accordingly, each page must average nearly four hypothetical cases. In going cursorily through the book the reviewer has found but few pages which contain four or more hypothetical cases and has found many pages which contain none. The claims for 2000 hypothetical cases therefore would seem to be somewhat exaggerated. However such cases as are included are frequently very good indeed being probably those used when the author took his class room instruction in Contracts.

The author pays a tribute to the memory of Professor Charles Thaddeus Terry under whom he studied Contracts at Columbia University, and states that the book was developed out of his work on the subject while a student. He says that if he has handed on only a fair conception of the unexcelled methods of this instructor to present day teachers and students he will feel well repaid for his labor. The reviewer very seriously doubts whether Professor Terry, if he were living today, would appreciate this compliment. Certainly Mr. Terry must have contemplated as the very foundation of his course an adequate preparation made personally by his students not made for them by some outsider.

Numerous references are made to Professor Williston's text book on Contracts. In fact lengthy extracts taken from this legal classic are found throughout the book. The reviewer has found no statement that the consent of Mr. Williston was obtained for the use of this material. The title page contains the statement that the book is a digest of cases contained in Keener and Williston's case books and leading cases from other case books on contracts. It appears from the prospectus sent out by the publishers that these other casebooks are those of Corbin, Costigan and Huffcut and Woodruff. Again no statement has been discovered that the consent of these writers was obtained for the use made of the material which they had collected. In fact it is inconceivable that their consent would be forthcoming for such a purpose.

No good purpose can be gained by attempting either to suppress the book or to kill it by silence. Such students as want crutches will find out about it by the various subterranean channels through which such information travels and will invest in it either their own hard earned dollars or the money which comes easily to them from their parents. Some will use it legitimately, just as denatured alcohol may find a legitimate use in the radiator of an automobile in cold weather. The great majority however, of those who invest, will invest in the spirit of the buyer of illicit liquor—to defeat the purposes of an unpopular restriction. On the whole this pony, for that is what it will be used for by the great majority of its readers, will do far more harm than good. Its appearance is to be regretted from every just viewpoint.

C. Z.

**Letters to a Young Lawyer.** By Arthur M. Harris. West Publishing Company, St. Paul.

To the young lawyer just emerged from the cocoon of studenthood and standing with wings spread at the threshold of professional life, many serious problems are presented. Where to settle, how to comport himself, with whom to associate, what standards to adopt, are only a few of the questions confronting his often immature judgment and limited experience. All these problems and a multitude of others are ably and agreeably discussed in Mr. Harris' interesting volume.

The series of letters contained in the book are ostensibly written to the son of a wise old practitioner of many years' standing. The writer is a shrewd judge of men