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## Britton: Cases on the Law of Bills and Notes

J. Stirling Mortimer

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A *First Book on Anglo-American Law*, used as a course tool, or effectively publicized and assigned for outside reading, is suited to this purpose. The uncertain student will find in it some basis for judgment; the student with definite law school aspirations is given relevant material for thought and work.

What then, of this book as the basis for a first year law school course or seminar? As a pioneer in this area,<sup>1</sup> Professor Kinnane might take much comfort from its great expansion. Rather he seems to feel the ball has been carried in the wrong direction or, at least, not in enough directions.<sup>2</sup> The need for broadened perspective for law study remains acute. The unanswered question is: Is this the most pressing need *in the first year*? The reviewer feels it is not if a choice must be made to exclude other introductory material. Basic training in legal skills, language, and thinking habits still seems to be the overwhelming burden of the first year. But the choice of materials need not be mutually exclusive. The reviewer makes most of Kinnane required reading in an introductory seminar but devotes class time largely to other materials. One of the many merits of this book is its readability; even beginners can extract much of its wealth on their own.

The author expresses the hope that readers outside these groups will find his work useful. In the opinion of the reviewer, they will. In particular the advanced law student and the lawyer will find Professor Kinnane's book valuable as a source of perspective for thought on legal and political problems of many ranks.

BERT S. PRUNTY, JR.\*

*Cases on the Law of Bills and Notes.* By WILLIAM EVERETT BRITTON. Chicago: Callaghan & Company, 1951. Pp. v, 861. \$8.00.

I reluctantly admit that students frequently undertake the study of Negotiable Instruments with all the anticipation which precedes a great and difficult task. The instructor who attempts honestly to appraise his students' difficulties will probably agree that most of them could be summarized in the statement of a student of mine, "I have learned a lot of separate principles so far, but I can't fit them together." I have often wondered why a negotiable contract should afford the student any greater problem than those arising in Agency, Partnership or Sales or any of the other projections of fundamental contract law. I believe the major source of student difficulty lies in the fact that at any given point where student and instructor begin the study of Negotiable Instruments, it must be presumed the student enjoys a general understanding of much of the other and related course material. Such I believe to be the exceptional rather than the usual student. Therefore, though organization of material is the distinguishing feature of all casebooks, in my opinion it achieves its greatest import in connection with the study of Bills and Notes. Professor Britton has devised and retained a most orderly and logical presentation of his subject.

\* Professor of Law, New York University School of Law.

<sup>1</sup> Of the many books designed for such use, only Morgan's, *The Study of Law* (1st edition, 1926) predates Kinnane's first edition in 1932.

<sup>2</sup> P. vii.

Logic, practice and experience dictate that the study of negotiable contracts begin with those factors or requirements which are essential to the contract. Then should follow the method of transfer and/or negotiation of that contract and then a study of the person to whom that instrument has been transferred or negotiated and his qualifications. Therefore, Britton's first three chapters are "Operative Facts of Negotiability," "Transfer" and "Holders in Due Course." Logically, if there be any defenses or equities to be asserted they can arise only after negotiation or transfer. Hence chapter IV dealing with "Equities and Defenses." Chapters VI and VII deal with "Liability of Parties" and "Discharge" in that order. Britton has developed this organizational framework with an excellent selection of cases numbering slightly in excess of 200.

One practical difficulty in any casebook dealing with a uniform statute, such as the Uniform Negotiable Instrument Act, is the failure adequately to present those many areas wherein uniformity is lacking. Britton's case material is supplemented by an extensive, comprehensive and very adequate series of notes, presented for the most part in digest form, thus affording student and instructor a ready and rapid guide to the pattern of decisions on the most disputed points raised in connection with the Act. Britton has recognized the more important law review contributions to his subject and has generously referred to and acknowledged them.

A subject so necessary and vital will often fail to achieve reality and practicality in the student's eyes. Britton's introduction very pointedly imbues the student with genuine awareness of his study of the very foundations of our present day commerce, industry and society. The negotiable contract is impressed upon the student as a money substitute.

No one would challenge the difficulties of studying anatomy with the student deprived of the sight of the body. Similar difficulties would be encountered by students of Bills and Notes unless the principles they learned would be amplified by the visual experience of the genuine commercial contract. Even an author's text fails to offer the student the reality which he seeks. Britton has included in his introduction facsimiles of a simple promissory note, judgment note, collateral note, installment note, check, draft, cashier's check, certificate of deposit, trade acceptance and bank acceptance. This experience is enriched by the students' realization that these particular documents are in every day circulation in the banking channels of America. Further, this affords the student some practical insight into the workings of negotiable contracts, and the varied factual situations presented by the cases enable the instructor to delve into the matter of legal draftsmanship and to acquaint the student with some of the methods of fashioning the proper contract for a given set of facts.

Lastly, Britton has included Article 3 of the proposed final draft of the Uniform Commercial Code. While the student may be directed toward the possible trend of future decisions, the Code affords him refinement of expression and clarity of thought in some of those areas where it is lacking in the Uniform Act.

J. STIRLING MORTIMER\*

\* Professor of Law, De Paul University College of Law.