

Notre Dame Law Review

Volume 32 | Issue 2 Article 1

3-1-1957

Lawyer Presents

Notre Dame Law Review Editors

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Recommended Citation

Notre Dame Law Review Editors, Lawyer Presents, 32 Notre Dame L. Rev. 185 (1957). $A vailable\ at: http://scholarship.law.nd.edu/ndlr/vol32/iss2/1$

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THE LAWYER PRESENTS—

The constant high level of government spending during recent vears has given rise to a correspondingly increased volume of litigation over contracts to which the Government is the purchasing party. To afford some measure of uniformity, the rights and remedies of the Government and the suppliers are largely controlled by standard contract provisions. Included in the present standard form for fixed price supply contracts is a provision allowing termination by the Government upon default or breach by the supplier. The rights and remedies created by this provision, together with the problems of application and the departures from traditional notions of contract law, are treated by John E. Coons and John W. Whelan in their article, Default Termination of Defense Department Fixed Price Supply Contracts. Mr. Coons is presently assistant dean and assistant professor of law at Northwestern School of Law, while the coauthor, Mr. Whelan, is an assistant professor of law at the University of Wisconsin. Both authors have had personal experience in the area of government contracts: Mr. Coons has served as a trial attorney with the Armed Services Board of Contract Appeals, and Mr. Whelan has been associated with the Procurement Division of the Judge Advocate General's School. Articles by Mr. Whelan, individually or as co-author, have recently appeared in 42 Va. L. Rev. 301 (1956), and 14 Feb. B. J. 257 (1954).

Dr. Anton Herman Chroust, Professor of Law at Notre Dame, concludes his study of the legal profession in the Middle Ages by tracing the development of the English Bench and Bar to the emergence of a distinct professional class during the years prior to 1400. Special emphasis is placed on the role of the Inns of Court in contributing to the close association of the Bench and Bar and also on their common bond of sergeantry. The significance of the medieval lawyer is also shown by the manifold attempts, both external and self imposed, to regulate admission

to practice and professional deportment. The preceding parts of Dr. Chroust's study of the legal profession during the Middle Ages appear in 31 Notre Dame Law. 537 (1956), and 32 Notre Dame Law. 85 (1956). This article represents the completion of another significant phase in Dr. Chroust's history of the legal profession which shall survey the growth of the profession from its early appearance in ancient Greece and Rome to the present day. In addition to the sequence of articles which have appeared in this review, other studies of legal and historical import by Dr. Chroust recently have been published in 36 B. U. L. Rev. 587 (1956), and 10 'Vand. L. Rev. 79 (1956).

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Law Building, Notre Dame, Indiana \$2.00 Per Issue