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Book Reviews

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here held that the admission of such proof does not contradict the instrument but only explains the transaction." These three cases, while clearly sustaining the proposition that the instrument in question could not have been enforced against the defendant, even in law, were all decided before the passing of the Uniform Negotiable Instruments Law.

Since that law has been passed there have been no decisions precisely on this point. However, from the terms of the act we can infer what the decision would be. Section 20 of the Negotiable Instruments Law is as follows: "Where the instrument contains or a person adds to his signature words indicating that he signs for or on behalf of a principal, or in a representative capacity, he is not liable on the instrument if he was duly authorized; but the mere addition of words describing him as an agent, or as filling a representative character, without disclosing his principal, does not exempt him from personal liability." From this we would conclude that if an agent does not add to his signature words indicating that he is signing in a representative capacity, he is personally liable on the instrument. Further, Section 44 of the Law states that "Where any person is under obligation to indorse in a representative capacity, he may indorse in such terms as to negative personal liability." From this we understand that if an agent does not expressly negative personal liability he is personally liable on the instrument. But in the principal case the agent did not add to his signature words indicating that he was signing in a representative capacity, and neither did he expressly negative personal liability. Therefore we conclude that under the Uniform Negotiable Instruments Law the fact of the agent's actual agency would be no bar to a suit against the defendant personally, and he would have to go into equity to have the instrument reformed before he could introduce extrinsic evidence to prove the agency.

John M. Crimmins.

BOOK REVIEWS

CASES ON DAMAGES. By Ralph Stanley Bauer. Second Edition. Chicago: Callaghan and Company, 1932. Pp. xxi, 747.

The second edition of 1932 follows in the wake of the first edition of 1923. Due to the change in format and content the present volume is practically a new work. Over one-third of the cases are additions to those found in the first edition. There is an exhaustive index, a table of cases, and voluminous footnotes and references to law review articles.

Geographical Distribution of the Cases

Alabama 6; Arkansas 1; California 7; Colorado 2; Connecticut 9; England 24; Florida 3; Georgia 2; Idaho 1; Illinois 15; Indiana 12; Iowa 7; Kansas 9; Kentucky 8; Louisiana 1; Maine 5; Maryland 4; Massachusetts 32; Michigan 7; Minnesota 10; Mississippi 2; Missouri 4; Nebraska 3; New Jersey 5; New York 30; North Carolina 4; North Dakota 4; Ohio 4; Oklahoma 2; Oregon 1; Pennsylvania 16; Rhode Island 2; Scotland 1; South Carolina 2; South Dakota 1; Texas 7; Tennessee 3; United States 37; Vermont 2; Virginia 3; Washington 9; West Virginia 2; Wisconsin 10.

Chronological Analysis of the Cases—1697 to 1931

Century	17th	18th	19th	20th
Number of Cases	1	3	131	185 ¹

The second edition, although it does not fail to show old traditional views as to proximate cause in torts and natural and proximate consequences in con-

¹ Of the 185 cases decided since 1900 there were 46 cases during 1900-1910; 65 cases during 1910-1920; 61 cases during 1920-1930; and 13 from 1930-1932.

tract, stresses the more modern theories. The development of the subject supports the views of Dean Leon Green. The volume is much more heavily annotated than the first edition. Chapter XIII on Pleading and Practice is an extended and new treatment of that aspect of the subject and supplants the brief chapter in the first edition on "General and Special Damages." Chapter XIV on "Loss of Time, Wages and Earning Power" was not in the first edition. A section of "Disfigurement" has been added to chapter XXXV. In other instances the chapters in both editions are identical.

The reviewer found that the cases presented timely, factual situations that seemed to include all aspects of social, political, and economic activity. A cursory examination of the book brought to the attention the following cases: A publisher of a foreign language newspaper sought damages from an Archbishop who ordered a pastoral letter mentioning him to be read in the churches; A voter recovered damages for being denied the right to vote in a landmark decision that disposed of the suggestion that a precedent of a similar case is essential to a cause of action; Trover for the conversion of a negro slave; Correspondence school sued a student for tuition that had become weary of studying by mail; Cattle sold as sound were not free from the foot and mouth disease; Telegraph company failed to deliver a message promptly to a physician; Whether damage caused by a concussion was covered by a fire insurance policy; Whether the fixing of the value of horses at \$150 in a shipping contract would preclude the recovery of damages for more than \$150, although injuries required the services of a veterinarian that increased the loss suffered; Husband sought to recover for mental anguish caused by the failure to deliver a casket for his wife's burial; Family sought damages from a crematory for an emotional disturbance caused by the failure to return the ashes of the body of their child; A scuffle in a school-room resulted in one of the children suing another; Whether damages for false arrest would include the value of auto accessories stolen from his car while he was illegally incarcerated; An infant motion picture actress sued a film company with whom she had contracted because it prevented her from pursuing a remunerative contract with another producer; School Board sued by teacher; State sued for fire loss caused by inmate of insane asylum negligently at large; Whether a recovery for a blow on the skull precludes a subsequent action for chronic headache attributed to the original injury; If statute limits recovery for loss of life to \$5000, is \$10,000 awarded by a jury for the loss of a left arm excessive; One cent damage for a rather severe pummelling was held inadequate; Whether a promise to pay \$1,000 upon failure to complete three dwelling houses was a penalty; Defamatory matter dictated to a private stenographer; Whether paying a fine for a criminal assault mitigates the amount recoverable in a civil action; Liability for changing the date of a check that affected a merchant's credit; Wife sued a bootlegger who sold intoxicating liquor to her husband; A news scoop that resulted in liability for publishing a poem before its author had delivered it at the dedicatory exercises of the World's Fair; The liability of the owner of a newspaper for libel published by one of his employees during his absence; Telegraph company sued by husband for delivering him a libellous telegram reflecting upon the faithfulness of his wife; Method of computing damages where the rate of exchange fluctuates; Application of the rule entitling one to interest upon claims arising out of breaches of contract and tort; Liability of telephone company for disconnecting phone of a subscriber by mistake; The measure of damages in breach of promise (Bachelor 74, Spinister 47); Liability for stating X is the greatest rum seller in town; Imputing want of chastity to a wife; Criminal conversation.

It is apparent that this book has that breadth of outlook, that wideness of vision that characterized the first edition, and is undoubtedly the finest piece of work to date. This is the third tome of the author on "Damages" and the ninth volume on legal subjects that he has published.

In conclusion it must be said that the author has gleaned the crops of innumerable authorities scattered far and wide, winnowing the chaff from the grain, and setting out the various problems in such order that may best contribute to our knowledge and facilitate the work in the classroom.²

John W. Curran.

De Paul University, College of Law.

CASES ON EQUITY. One Volume Edition. By Walter Wheeler Cook. American Casebook Series, Second Edition. St. Paul: West Publishing Company. 1932.

Professor Cook states the purpose of the first edition to be a "response to requests from a number of schools whose courses of study are so arranged as to make it undesirable to use the three-volume set of cases." The purpose of the second edition is the same. It differs from the first in its broader scope. The limitation of space permits only a suggestive rather than an exhaustive treatment of the added subjects. This new group is found in Part Two and deals with Bills of Peace, Interpleader, Quia Timet, and, to Remove Cloud on Title.

The second edition presents several new cases, and some of the older ones have been replaced by more recent decisions. The footnotes, although not as copious as they could have been, serve to impress upon the student the many ramifications of the principles involved.

Historical notes precede the cases in Part One and Part Two. A study of these will enable the student to proceed with a more definite understanding as to what is treated in the following chapters.

The well-bound book is carefully indexed both by topics and cases cited. The table of contents is in detail. It is a valuable outline treating the subject in a regulated order.

The reviewer regrets that the author has not listed separately the principal maxims of equity. He believes this is essential in any volume treating the subject. The volume is condensed sufficiently to make it practical for semester courses in equity.

Daniel C. Lencioni.

² A recent article in 80 Univ. Pa. L. Rev. 687 on "Consequential Damages in Contract," by Dr. Bauer, is a valuable supplement to the book.

BOOKS RECEIVED

- Cook's Cases on Equity.* By Walter W. Cook. American Casebook Series, One-Volume Edition, Second Edition. St. Paul: West Publishing Co.
- Cook's Cases on Equity.* By Walter W. Cook. American Casebook Series, Three-Volume Edition, Second Edition. St. Paul: West Publishing Co.
- Dodd's Cases on Constitutional Law.* By Walter F. Dodd. American Casebook Series. St. Paul: West Publishing Co.
- Lorenzen's Cases on Conflict of Laws.* By Ernest G. Lorenzen. American Casebook Series, Third Edition. St. Paul: West Publishing Co.
- Powell's Cases on Trusts and Estates.* By Richard R. Powell. Volume I. St. Paul: West Publishing Co.
- Britton and Bauer's Cases on Business Law.* By William E. Britton, and Ralph S. Bauer. Second Edition. St. Paul: West Publishing Co.
- Cases on Public Utility Regulation.* By Francis X. Welch. Rochester, N. Y.: Public Utilities Reports, Inc.
- Constitutional Law.* By Charles W. Gerstenberg. Third Revised Edition. New York: Prentice-Hall, Inc.