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Book Review: Cases in Partnership, by Clark and Douglas

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can be telescoped into a shape in which they are more acceptable. A large number of cases (the table of cases shows that the total number of cases in the book is about 1500) can be given a place without expanding the book beyond reason. In consequence the cases actually published in the volume are with but few exceptions of reasonable length (a statement that would not be true in regard to many standard casebooks).

The book very rationally begins with a 21 page chapter entitled "Lease Forms" thus introducing the student who has never seen a lease directly to the subject matter which he is to study. As might be supposed at least one third of the volume deals directly with covenants. How much in addition is concerned indirectly with this most interesting part of the subject perhaps even the author himself would not be able to state. To the extent that the book deals with covenants it naturally overlaps with Professor Bigelow's "Rights in Land" published by the same publisher as a part of the American Casebook Series. The book contains twenty-five chapters nine of which are subdivided into from two to six sections making thirty-one section all told. There are therefore forty-seven distinct subdivisions. The notes which bulk so large in many of the modern casebooks are in consequence of the expedient of the "digested case" reduced to quite reasonable proportions. How to cover the immense material presented by the book in the ordinary course of two or three or even four semester hours of course is a problem which the writer of this review is unable to solve.

The wide range of the book however makes it a volume which students will wish to retain for their library rather than make a species of negotiable instrument out of it by selling it to members of succeeding classes. In addition it is a volume which lawyers long past their school period will wish to buy as a permanent acquisition to their library. For this latter purpose, however, the index consisting as it does of only ten pages is not all that it might be.

CARL ZOLLMAN.

Cases in Partnership. By Clark and Douglas. Published by West Publishing Co., (1932). American Casebook Series.

To review a book adequately one must have read it from cover to cover. One is not expected to read a casebook that way. Perhaps to be fair to the editors a reviewer should have used the casebook in class before he comments about it. It is presumed, however, that the reading public demands its reviews while the books are new. Consequently, the reviewer must compromise with facts. He probably has used casebooks on the same subject, he knows some of the cases that are in this one, he looks at the general plan the editor has laid out, he makes some broad comments about the subject at hand, and some equally broad comments about the plan of the book. That is what this reviewer has done, and what he intends to do.

One premise which all instructors in Partnership emphasize, and rightly so, is that the individual members of the firm are personally responsible for firm obligations. Limited partnerships are the exceptions. In studying the cases one is concerned not at all with whether that premise is true or untrue, but he is concerned with finding out how and when those obligations can be created. He is concerned with knowing what relief the courts afford to the several creditors. He wants to find out how and when those creditors can reach the assets of the

several members, either those assets controlled by them in common or those assets which each controls himself. This giving of protection to the creditors who have become such through the carrying on of the joint enterprise is an administrative problem. One does not find out anything of practical value if he tries to learn abstractly what a partnership is, whether it is an entity or not, or whether title to the partnership property is in the members or the firm.

There are some instructors who choose to present their courses by emphasizing the manner in which courts meet and handle these administrative problems. Let them be called the realists, functionalists, or even pragmatists. The editors of this book have consciously planned their arrangement of cases to help these instructors. The book is divided into two parts. The first part under the heading, "Liabilities and Assets," deals with the group of problems already suggested. In the second part, under the title, "Management", the editors have collected in cases dealing with controversies among the members as to the carrying on of the business, both before and after a dissolution. In the second part, are also found cases presenting the problems that arise when the members are attempting a final settlement of the firm's accounts.

Whether a better selection of cases might have been prepared this reviewer is not prepared to say. He is familiar with many of the cases included but not with all of them. Whether the editors have in fact prepared a casebook, or whether they have compiled some paragraphs from some judicial opinions he is not yet able to determine. Many of the so-called casebooks now in use are not casebooks. This instructor does not complain for himself because he has to read the original reports. Every instructor should do that. But he does complain if his students find the casebook of little help because they have to read the originals in order to appreciate what the cases really are about. It is seldom that editorial comment makes up for omitted statements of fact or portions from the opinions. On its face this one appears to be a casebook. There are not too many cases for a course of thirty-six hours. There are some one hundred and sixty in all. The notes are good. Perhaps they should not be called notes. They are rather to be considered as text material placed between the cases.

VERNON X. MILLER

Cases on the Law of Bills and Notes. By Howard L. Smith and Underhill Moore. Published by West Publishing Co., (Third Edition).

This well known standard casebook now has appeared in its third edition dressed up handsomely in green fabricoid binding and presents a large array of new cases (forty per cent according to the statement of the authors). It retains the arrangement of the second and first editions except that the introductory chapter, which dealt with the conception of negotiability, has been omitted. The reviewer has used the prior editions in the classroom for ten years and is therefore well acquainted with the manner of treatment accorded to the subject. He deems any praise lavished upon it as entirely superfluous.

The references to the negotiable instrument act as contained in the cases is to the sections given to the act in the various states in which the respective cases are decided. It would be a great help in teaching the subject if the various references to the act were to be supplemented so as to lead the student without an extra search into the particular section as drafted by the draftsmen of the act. The student then could turn directly from every one of the cases to the act as