

1929

## Conditional Sales

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where Pomeroy's views are not now supported by the greater weight of judicial opinion that fact is stated and the majority rule is given. The most important cases since the publication of the fourth edition have been selected and can be found in this edition. The section numbers in the fourth edition are retained as are also the first edition numbers, which are distinguished by stars.

From a student's viewpoint, the writer believes this text to be of great value in explaining and making more clear and understandable the various statutory provisions dealing with pleading. It also is truly successful in conveying to the reader the meaning of many phrases which are found in all codes and which must be understood in order to fully comprehend the subject of code pleading. Since a practicing attorney is also a student of the law, it must follow that this book is likewise of great value to him.

ARTHUR R. STEITZ

**Conditional Sales.** By Roger Sherman Hoar, M.A., LL.B. The Roland Press Company, 1929. Price \$10.00 net; pp. 521.

A conditional sale is a contract for the sale of goods on installments so that the vender retains title to the goods until they are paid for. With the increasing popularity of this type of selling the question then arises: How can a concern selling goods under a retention of title contract, protect itself? In this volume the commercial attorney of a company doing an installment business of many millions of dollars a year, shows you just what should be done to protect your interests at every stage of the contract and in every section of the United States.

This volume of 521 pages is complete in itself in that it takes up the nature of conditional sales and the status of a conditional sale in all of the states together with an explanation of the Uniform Conditional Sales Act and Uniform Sales Act.

Since the various states have adopted uniform legislation, it becomes increasingly important to know whether or not the courts of one state feel bound to follow the decisions of another state. The author in Chapter 3 of this book gives a practical explanation on how to proceed in determining whether or not one state does follow or would be likely to follow the decisions of another state.

The writer gives detailed information as to the description of property, the formalities of execution, filing and recording, the rights of third parties and the method of foreclosure as well as the dangerous pitfalls which would be disastrous to the vendors' rights.

The book concludes with a list of the statutes covering this subject together with a complete bibliography and fifty practical forms and the decisions of the various states.

As no legislatures, except nine, will meet again until 1931, and as two of these nine are in states which already have the Uniform Conditional Sales Act, this book may be regarded as being practically complete and up-to-date to the middle or latter part of 1931, and as it is a practical handbook of the subject, every lawyer and every business man doing an extensive installment sale business would do well to have a copy on his desk.

M. O. B.