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preventing the stoppage, on a week day, of mills which employed many hands, 
*McGrath v. Merwin*, 112 Mass., 467, 17 Am. Rep., 119; constructing a building, 
*Lane v. State*, 68 Tex. Crim. R., 4, 150 S. W. 637; sending a telegram regarding 
army life at great army camp, *Rosenbaum v. State*, 131 Ark., 251, 199 S. W., 388, L. R. A., 1918B 1109, *Capitol Theatre Co. v. Com.*, 178 Ky., 780, 199 S. W., 1076; same, where proceeds are given to charity, *Rosenberg v. Arrowsmith*, 82 N. J. Eq., 570, 89 Atl., 524; and assessing property for taxation, and checking up 
the week's work, *Stellhorn v. Bd. of Commrs.*, 60 Ind. App., 14, 110 N. E., 89.

In comparing the construction of the Sunday laws it must 
be remembered that the alleged and actual violations above enumerated have occurred under 
statutes and ordinances varying in their wording, and in different states, and at 
different times in the history of our country. It is also important to know that 
in some states the question whether a certain act or labor is a work of neces-
sity or charity is one of fact to be determined by the jury from the circum-
stances of each case, whereas in a few states the question is purely a question 
of law for the court. The rule in Missouri (*State v. Schatt*, 128 Mo. App., 622, 107 S. W. 10) and some other states is that where reasonable minds differ, it is 
a question for the jury, but where the nature of the work is such that no reason-
able minds would differ, the court may treat the question as one of law. See 
*exhaustive note in 29 A. L. R., 1298.

C. S. N. '27.

**Book Reviews**


This is a well manufactured book of 580 pages of thin paper in limp leather cover. In his preface the author states that the purpose of the book is to as-
sist teachers and "as an aid to students in their study" of contracts "by the 
case system." The author says also that the book will "afford a thorough, con-
cise review for graduates and practitioners." It is not likely that practicing 
lawyers will find much of value in the book. To practicing lawyers law is a 
reality, something which actually exists in human experience whereby human 
disputes are settled,—most of them out of court. In the language of the 
Supreme Court of the United States: "Law is a statement of the circumstances in
which the public force will be brought to bear upon men through the courts."
To a practicing lawyer the important question is: "What will the courts de-
cide in a particular jurisdiction?" and not: "What would the courts decide if
bound only by logic and unhampered by the welfare of society or the doctrine
of \textit{stare decisis}?"

The author of this book is far more interested in criticizing the law of con-
tracts then he is in stating it or justifying it. It is now generally held that an
ordinary offer to contract sent by mail can be accepted by mail even if the
second letter is not delivered. This is a rule of convenience, or a principle of
pragmatism,—to use the language of philosophy. The author does not like the
rule. And so he uses up most of fifty pages in attempting to prove that the
doctrine is unsound. He says: "What is to be borne in mind is, that though
the weight of authorities, in both number of decisions, and number of juris-
dictions, is with \textit{Adams v. Lindsell}, there is not a possible bit of logic or reason-
ning which can be brought to support that decision." (Page 61.) Of the 700
cases cited in the book, those cited most frequently are those which the author
regards as unsound.

From the viewpoint of students in law schools, the book is valuable. One
of the chief purposes of a modern law school, perhaps the chief purpose, is to
enable students to analyze and criticize judicial decisions and judicial opinions.
This important trick can be acquired when studying leading cases which have
made the law, like \textit{Marbury v. Madison}, and then afterwards the student can
use the trick when confronted in his practice with modern mooted questions
and conflicting authority. Has a common law court jurisdiction over a breach
of promise to marry? Of course it has. And yet it is a splendid exercise for
students to attempt to prove that the common law courts were wrong when
they first assumed such jurisdiction.

This book, as the title page indicates, consists chiefly of digests of cases used
as the basis of instruction for the law of contracts in modern law schools. The
digests are succinct and accurate. The arrangement is according to logic and
not according to historical development or jurisdictions. Indeed the author pays
more attention to logic and less attention to human experience than practicing
lawyers do. For many students the book would be more valuable if the author
had made freer use of the most recent casebooks on Contracts, namely those of
Corbin and Costigan. An excellent feature of the book is the insertion of a
large number of hypothetical cases, after the style of examination questions, and
a careful consideration of those cases in the light of principle and authority.

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The point of view of this brilliant outline is truly indicated by its dedication
to Dean Roscoe Pound. Professor Hocking is concerned with the essential
task of the sociological jurists, the problem of getting at the relative importance
of the various social interests which are recognized by legal action. Specifically,
he proposes a scale of values among rights for the guidance of law-makers,
while leaving to those learned in the law the technical work of construction.

The first half of the book is given to an analysis of the contributions of
Stamm\textit{ler} and Kohler to the present problem. He boils down the issue between
them to the answers they would give to this question: what is to be done when
the claims of \textit{Kultur} and Right conflict? (Professor Hocking translates \textit{Kul-}