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Book Reviews

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Examination of Titles. By George W. Thompson. Indianapolis: The Bobbs-Merrill Co., Publishers, 1929.

It is quite evident that while the author did not intend this book to be a treatise on the law of real property, in the introductory chapters he has given a succinct and instructive condensation of the rules of law pertaining to the nature and kinds of real property, and for this he will receive the congratulations of law students who oftentimes desire such a modern and up to date statement of the law on this very difficult subject.

We find here an adequate discussion of the questions of law arising in the examination of a title to land. All instruments affecting the title are treated with reference to their legal effect as muniments of title or encumbrances. Special care has been exercised to point out the numerous pitfalls in the chain of title, and to indicate a remedy for correcting or curing defects which may be discovered.

We find also a good statement of the law governing federal and state patents on the one side and the different classes of private deeds on the other, as well as a valuable chapter on deeds of title executed in an official capacity. This is a good book and deserves well of the profession.

Covenant and Interest Running with the Land. By Charels E. Clark, Chicago: Callaghan & Co., 1929.

The contents of this book were originally issued as law review articles at different times. This is a corner of our real property law of much interest and importance and at the same time of a startling confusion. The author attempts in this work to state clearly the conflicting views of policy as to the problem and treats the subject from the standpoint of an historical investigation of the law of the topic.

The chapter on Licenses in Real Property Law is particularly well done and will be very helpful. In addition there is a valuable discussion of party wall agreements as real covenants and a special chapter on the subject of equitable easements.

This will be found a real help to students of property law.

Principles of the Law of Contracts. By William Ranson. New edition with American Notes by Charles Joseph Turck. Chicago: Callaghan & Co., 1929.

Considering the fact that the last American edition of Anson on Contracts was issued in 1887 it is full time that we have another issue of this valuable student's treatise on this important branch of the law. Apart from Williston's monumental work on the subject there is probably no book so well adapted to law school use either as a text book or to read collaterally with a collection of cases.

Cases of the Law of Torts. By Lyman P. Wilson. Chicago: Callaghan & Co., 1928.

In this new case book we find a different approach to the subject of tort liability from that encountered in previous collection of cases. Instead of an attempt to work out the subject through the early forms of procedure the collection is made on the basis of a philosophical treatment of the subject and an attempt to discover the fact or facts giving rise to tort liability. This analysis of the subject is open to question, as for example, where he treats trespass and trover as cases where a loss is shifted because of defendant's intentional act. He apparently does not agree with the leading text book writers and scholars

who maintain that in these instances there is strictly speaking no intent whatever and that the tort is punished without regard to intent.

However, the book is very important on account of this one point of view and is certainly worth a test in actual classroom work.

Practice and Procedure in the Supreme Court of United States. By Reynolds Robertson. New York: Prentice-Hall, Inc., 1929.

Although a number of books have appeared from time to time on Federal Practice and Procedure there is plenty of room for a good book like this which deals with the procedure in our highest Constitutional Court in the United States. We find here an orderly outline of the steps to be taken by an attorney in carrying a case from the highest State Court or a lower Federal Court to the United States Supreme Court. In chronological order we have set forth all that must be done to get the case properly filed in the upper court. There is a practical interpretation of the rules of court and statutes governing the procedure. Forms are given for the papers which an attorney must file to comply with the rules of court. Among the topics discussed are: filing a petition for a writ of certiorari; duties of respondent on petition for writ of certiorari; procedure upon a denial of a petition for writ of certiorari; perfecting an appeal to the Supreme Court of the United States; requirements respecting motions; procedure in court upon formal submission of a motion, and, finally, briefs, arguments and submission of cases.

Important Late Decisions

(Continued from Page 30)

dence shows the value defendant placed on his land when he traded the same, and that the ordinary and customary commission, as shown by the evidence, based on said valuation of defendant's land, is the amount for which the court rendered judgment, such judgment was proper.

Conflict of Laws—Jurisdiction.

One Sack rented a car from the Daniels U-Drive Auto Renting Company, a Connecticut Corporation. He asked his friend Levy to take a ride with him and together they went into the State of Massachusetts. While there, an injury was caused by the negligent operation of the car by Sack. Levy now sues the Renting Company for damages. The Connecticut Statute makes the lessor of an automobile liable for all damage caused by negligence of the lessee, but Massachusetts imposes no such liability upon the lessee of automobiles. The suit being brought in the State of Connecticut, the question before the Court was whether the State of Connecticut could enforce a liability which had accrued within the State of Massachusetts. The Court held that the Statute of Connecticut was a part of the contract of hiring and was read into that contract, and therefore the defendant was liable. 143 Atlantic Reporter 163.

Agency—Payment of Note to Agent Not in Possession Thereof.

It is held in *First National Bank of Minneapolis v. Rasmussen* (Supreme Court of North Dakota, August 6, 1928), 220 N. W. 840, that when a bank transfers to another bank its notes and mortgages as collateral security for an indebtedness, and the transferee bank fails to record the assignment of mortgages, or to notify the payees, and permits the transferor bank to handle the said collateral notes and mortgages as its own in the renewal, and the collection of the same, a payment by the maker of such collateral notes to the transferor must in equity be treated as made to the holder's agent. Payment of a note to an agent having authority to receive it is none the less effectual against the principal, because of the agent not being in possession of the note.

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