BOOK REVIEWS

LETTERS TO A YOUNG LAWYER. By Arthur M. Harris. St. Paul: West Publishing Co., 1912.

If, perchance, the vain pursuit through innumerable volumes, of some elusive point of the law, has left one mentally fagged—perhaps a little discouraged —recourse to this delightful little volume will afford an hour's relaxation and serve as a sort of tonic which will assist in restoring confidence in one's self and arousing a new determination to stick closer than ever to his chosen profession. The letters, written in a style which is both simple and graceful, deal in an interesting and profitable way with many of the important problems which the beginner has to solve. The imperative mode is seldom used, but the advice is none the less pointed. The reader probably will not agree with the author in all his suggestions, but, withal, he must conclude that they are decidedly well worth pondering upon. Sentence after sentence containing old thoughts in new dress may be culled from the volume, any one of which might well be framed and placed in a conspicuous position on the young attorney's desk to serve as a help in his daily labors. Interesting anecdotes are related throughout the book, all serving to bring home to the reader some bit of valuable advice. Thus, the spectacle of the corporation attorney's being bested by the country lawyer, serves as a reminder of the fact that usually the decision goes to him who has carefully prepared, and logically argued his case; and the story of how Lawyer Bloom's office boy got the janitor out of trouble while the young graduate of the law school was searching the books for a hint of the proper procedure in such a case forcibly demonstrates that theory alone is hardly a sufficient equipment for the successful practice of the law. There is a letter to the young man who has decided that the proper place for him to display his learning is in the city amid the shining legal lights of the jurisdiction; one to him who has decided to launch forth into the practice of criminal law; and one to him who has cleverly laid his plans for a judicious mixture of law and politics, and every one is well worth reading. Although the letters are primarily intended for the young lawyer, we suspect that even the older men will peruse them with considerable pleasure and satisfaction.

The book is handsomely bound in red morocco-grained leather.

H. W. W.

THE LAW OF QUASI CONTRACTS. By Frederick Campbell Woodward. Boston: Little, Brown and Company, 1912.

Ordinarily, a new subject, or a new branch of an old subject, is met and oftentimes fanned into undeserved permanency of flame by indefatigable text-writers or by inventive thesis-hunting students until that which only recently seemed a simple element of common learning has been so disguised by vertebraic appellations and drawn out into so many ramifications that it receives a position of independence and dignity in the already over-crowded university curriculum.

Students of jurisprudence have been in this respect consistently conservative. In that branch of learning there has been very little fantastic anticipation of what might be, but rather a dispassionate, unemotional analysis of what is. Witness the subject of commercial paper. It was not until Lord Mansfield and his chosen jury had made the law merchant an integral part of the English law that writers essayed to tell of it. Law texts are essentially and necessarily historical. This peculiarity is due to the jurist's ambition to appear as an authority, not as a prophet. *Quasi* contracts is another example of the idiosyncrasy of law commentators. By this time it is at least adolescent and yet the above is only the second attempt to treat of it separately and completely. Professor Keener's book appeared over a score of years ago. In the interim there has been some discussion in the various law reviews, but an examination of the bibliography in Professor Woodward's book will convince the reader of the meagreness of authority outside of the state reports.

Professor Woodward very properly considers *Quasi* Contracts a subject entirely distinct from any other branch of law and worthy of a separate cover. Its unfortunate name and the form of the remedial action quite naturally leads to confusion. But in all other respects, and in every essential respect, this subject is no more a constituent of the law of contracts than it is of the law of torts. Throughout the book this fact is constantly before the reader and for this reason,

if for no other, the book is immensely valuable. Confusion of *quasi* with real contracts will lead inevitably to the frustration of the purpose for which the former is peculiarly fitted. To attempt to read into every form of *quasi* contractual obligation an implied promise will only result in burdening the law with an innumerable array of worthless fictions. It is much better to state the liability arbitrarily without a resort to subterfuge or ingenuity. The danger of confusion is not so imminent in the strictly historical field of *quasi* contracts, the statutory and customary liability, and the liability in debt on a judgment, but rather in that recently developed branch of the law, the liability *ex aequo et bono*, as Lord Mansfield stated it, to pay back that which one improperly retains. For this reason, and because of the fact that the latter is the more popular, Professor Woodward devotes his entire book to a treatment of this duty which arises out of equity and good conscience, and not because of any time-honored obligation or fiction of the year books.

The volume is not an abstract treatment from a theorist's standpoint. It is essentially a law student's guide, to be used along with and not in lieu of a case book. *Quasi* contracts is too new and too undeveloped to permit of accurate and exact statement of the law. A text book can be little more than a digest of cases; generalization is more than ever dangerous. For this very good reason Professor Woodward reproduces in his text an abstract of the important cases. If a decision or even a rule does not meet with his approval he criticises it accordingly, sets forth his reasons, and points out why, in his opinion, the case is not consistent with the theory of *quasi* obligation which he follows, namely that of the unjust enrichment. In short, this book appears to be nothing more than a reproduction of the class notes of an instructor, valuable to the student facing an examination and dismayed by the confusion and inconsistencies of the cases.

J. S. B.

PENNSYLVANIA COMMON PLEAS PRACTICE. By John W. Patton and Henry B. Patton. Philadelphia: T. & J. W. Johnson Co., 1912.

To many of the readers of the LAW REVIEW one of the authors of this new work needs no introduction. Through many years the students of the University of Pennsylvania Law School were privileged to attend the excellent lectures of Professor Patton, and in scanning the pages of "Pennsylvania Common Pleas Practice" there are many lines which have a familiar ring to a recent graduate.

A very common defect in books on practice is that they seem to have been prepared on the theory that the lawyers for whose use they were written already knew some of the fundamentals of practice. It may be that thirty years ago only the finer points of practice warranted published investigation, since the education of almost every young lawyer had been acquired in an office in which practice was daily before his eyes. Today, however, the vast majority of students at law attend lectures in a law school and very frequently graduate without having had any office experience. Regardless of the thoroughness of lectures on practice, it seems to be universally acknowledged that the only way to learn practice is to practice; and for the young attorney, therefore, that work on practice is most helpful which assumes that he knows nothing, and directs him in every step to be taken from the very beginning of the action or proceeding in which he is interested. Such a work is the one now under review. This feature alone makes it invaluable to the beginner; but in addition there is sufficient detail in the more obscure points of practice to make the book very helpful to the older lawyers. It is thoroughly up-to-date, well indexed, and substantially done from a mechanical point of view. There are abundant citations of cases in substantiation of statements by the authors, and appropriate forms are given throughout to guide the practitioner. There are no foot-notes in the book, so that the reader has authorities and forms immediately before him as he reads the text.

There seems to be no logical arrangement of the chapters, but as each chapter deals with a substantially separate phase of practice, this is of minor importance.

On the whole, Patton's Practice should readily fill a need long felt by Pennsylvania lawyers for an up-to-date work of this kind.

W. A. S.