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The Law of Bills and Notes (Book Review)

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BOOK REVIEWS

THE LAW OF BILLS AND NOTES. By Henry W. Humble, A.M., J.D. Brooklyn: Harmon Publications, 1939, pp. v, 368.

Professor Humble has given to students and lawyers a superior work on bills and notes. Throughout, the book reflects the knowledge of a scholarly lawyer and the experience of a patient teacher. The principles are clearly and concisely set forth and are presented in a most interesting manner. Students will find its study a pleasure and lawyers will endorse it as an accurate and thorough review. The reason why the book will prove satisfactory to all of its users is simple and yet one that is frequently lost sight of by many writers of elementary books in this field of the law. The author recognizes the problem immediately. The solution is stated in his preface. There, we are told that in the Law of Negotiable Instruments it seems necessary to have many definite rules. These must be *mastered*. Like the want of a firm foundation in geometry, a student finds futile a superficial knowledge of bills and notes. To obtain this mastery, the author presents the principles in the simplest, clearest and most thought-provoking manner. Finally, to prevent confusion, all unnecessary discussion on what the law ought to be is entirely eliminated.

Illustrations of the thought-provoking qualities are numerous. Two examples will be cited. For the purpose of arousing interest, the author asks the following general questions: "When may one have recourse against an endorser without recourse? What is the difference between a 'pay to order' and an order to pay? Does a non-negotiable note have anything in common with a negotiable note? Is it possible for the drawer of an unaccepted bill and all ten of its endorsers to escape completely from legal liability? What is the difference between certification and acceptance? When, where and why has it been held that an irregular endorser is not liable at all?" If these elementary questions perplex the general practitioner, it is certain that he will find very profitable a review of this technical branch of the law. As for the beginner, he is presented with "examples of the tangles which the student must unravel before he masters the subject, without which no law student's education is complete".

Another instance is seen in chapter eight concerning the liability of parties. Before considering the respective obligations of the maker, acceptor, drawer, and endorser, the author presents four examples demonstrating how technical and unjust the law may at first glance appear. He cites the discharge of the endorsers for failure to give notice, although each has knowledge of the dishonor of the instrument. He then gives the interesting example of a bill on which a dozen or more persons are liable secondarily and later discharged because of the failure to give the notice required by the Negotiable Instruments Law. The rule of *Price v. Neal*, 3 Burrows 1354 (1762), is then illustrated, followed by *Young v. Grote*, 4 Bingham 253 (1827), regarding raised instruments. The mind of any student will be aroused by these examples and he will be eager to explore and master the liabilities of the parties on the instrument.

Footnotes are omitted in the text. Apparently, the author takes pedagogical notice of the conclusive presumption that they are not read. However, more than two hundred principal cases are referred to or discussed in the main body

of the work. The appendix includes the Negotiable Instruments Law and the English Bill of Exchange Act. Reference is made after each section to the explanatory material in the text. Differences and omissions between the statutes are pointed out and, in addition, many interesting observations are made by the author after some of the sections. For example, under Section 157, providing "a bill which has been protested for non-acceptance may be subsequently protested for non-payment" the author observes, "this section may remind the student of a point in the Law of Contracts in reference to the doctrine of 'anticipatory breach'". Innumerable examples of these pertinent suggestions might be mentioned, but it is sufficient to note that the author is not resorting to slipshod copying or filling in space. He has accomplished his purpose of giving to beginners an excellent condensed work on this technical subject.

A disparaging book note appeared in the March issue of the *Harvard Law Review*. Unfortunately, no specific objections to Professor Humble's book were stated and the very brief review was limited to loose generalities. The author of this review thought himself an exception to the thoroughness, which, although apparent in the book, was entirely undiscovered by him. This note, referring to the book in the nature of a naïveté, states that "it makes not the faintest pretense to either critical scholarship or lawyerly thoroughness". A similar criticism might have been made of the great Emancipator's Gettysburg Address at the time it was delivered. There are people even today who can recognize scholarship although it is not critical. The suggestion is made that the "reviewer" has solved the mystery as to the book's place and function. He notes that the book includes the Negotiable Instruments Law, and it therefore possesses high utility for the lawyer who is insufficiently acquainted with the statutes of his state to locate the Negotiable Instruments Law in their perplexing maze. Lawyers are not so confounded. The statement is, nevertheless, cheap. A "reviewer" who is so ready and willing to flatter himself for solving the mystery in a naïveté might possibly become a better detective than a reviewer.

All credit to you, Professor Humble, for a job well done.

WILLIAM TAPLEY.*

BENJAMIN N. CARDOZO. By George S. Hellman. New York: Whittlesey House, 1940, pp. x, 339.

In 1928, Benjamin N. Cardozo, then Chief Judge of the New York Court of Appeals, delivered his inspiring commencement address, *Our Lady of the Common Law*, to the first graduating class of the Law School of St. John's University. Those who heard it have not forgotten it. At St. John's, it is still faculty custom to compare subsequent law school commencement addresses with *Our Lady of the Common Law*. The address was reprinted in the April, 1939 number of the St. John's Law Review, with the following prefatory editor's note written by my colleague, Professor Edward J. O'Toole:

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