It finds that modesty which we always suspected in the reading of his opinions, that scholarship which was apparent at a glance and which became more apparent when we dug into the materials out of which Cardozo had shaped his opinions, that spirituality which evidences itself in the concern for justice above all, that industry which was needed in addition to the brilliance of mind in order to accomplish all that Cardozo did accomplish in his life. But Cardozo considered his "plugging," as he called it, the reason for his success. The book further tells us about the love for and faithfulness to his parents and his brother and sisters, and particularly of the life-long devotion to his sister, Nell. The loneliness that was Cardozo's after he went to Washington is all too apparent in every letter that he wrote. The love for this man by those who knew him speaks silently of these and other qualities that made him dear to them. The respect held for him by judges, lawyers and law teachers speaks eloquently of his learning. Mr. Hellman has built his case so thoroughly upon the deeds and writings of this great man that to summarize is all the more difficult.

When, on July 9, 1938, the report went forth that Mr. Justice Cardozo had died, the press began pouring forth eulogies which have few parallels in the history of this nation. Tributes were paid from the pulpit, from bar associations, law journals and other magazines. This book by Mr. Hellman is but another tribute, and a worthy one, to the memory of the man of whom Judge Julian W. Mack wrote the author: "I know of no man more respected, admired and loved—nor anyone who deserves it more than he. One is at a loss to decide in which he excels—learning, modesty, charm, literary grace, character. In each he is on the heights."

It is believed that the author reached his objectives in noble fashion. The book makes interesting and, at times, exciting reading. This reviewer has no hesitancy in recommending it to lawyer and layman alike for the inspiration it will bring to those who read it.

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THE CONTRACT CLAUSE OF THE CONSTITUTION. *Benjamin Fletcher Wright, Jr.*,[1] *Cambridge, Mass.: Harvard University Press, 1938. pp. xvii, 287. $3.50.*

The present day student of constitutional law, in which the emphasis is on due process and equal protection and interstate commerce,

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is apt to underestimate the rôle that the contract clause has played in the process of protecting those interests which the courts have recognized as needing protection. This monograph by Professor Wright presents an accurate and interesting account of the treatment accorded that clause in the Supreme Court of the United States from 1810 to 1937. Several hundred cases are considered for the purpose of determining the part which this clause has had in the development of our economic and constitutional history.

After dealing with the origin of the contract clause in the first chapter, the second is devoted to the cases decided during the supremacy of Chief Justice Marshall. During this period *Fletcher* v. *Peck*,[2] *New Jersey* v. *Wilson*,[3] *Terrett* v. *Taylor*,[4] the more famous *Dartmouth College* case,[5] and *Sturges* v. *Crowninshield*[6] were decided; the process of protecting vested interests under a constitutional prohibition never intended to have such breadth was well started. Marshall failed in his attempt to give it even more breadth when he lacked but one vote to make his minority view that of a majority in the case of *Ogden* v. *Saunders*.[7]

During the Taney period there was no break with the Marshall tradition, although the *Charles River Bridge* case[8] "does represent a modification of the more extreme Marshall point of view."[9] This period is characterized by the application of the principle of strict construction of public grants, and the rise of the doctrine of the inalienability of the power of eminent domain. From the standpoint of extension the most important case is *Gelpcke* v. *Dubuque*,[10] and this period also witnesses the adoption of reservation and contract clauses in state constitutions.

"There are three striking characteristics of the history of the contract clause since 1864. The first is that the period of its doctrinal expansion has ended. . . . An even smaller proportion of cases involved statutes dealing with contracts between private persons. . . . It marks both the ascendancy of the clause and its decline."[11] It is during this period that the due process clause begins to come into its own. This is covered in part two in separate chapters dealing with contracts between private

[2] 6 Cranch 87 (1810).
[3] 7 Cranch 164 (1812).
[4] 9 Cranch 43 (1815).
[5] Dartmouth College v. Woodward, 4 Wheat. 518 (1819).
[6] 4 Wheat. 122 (1819).
[7] 12 Wheat. 213 (1827).
[8] 11 Pet. 420, 9 L. Ed. 773 (1837).
[9] Pp. 63-64.
[10] 1 Wall. 175 (1864).
[11] P. 91.

persons, the regulation of corporations, tax exemption, powers which the states may not contract away, contracts between states and other governmental agencies, the financial obligations of state and local governments, and the impairment of contract by judicial decision. The most noteworthy decisions are *Coolidge* v. *Long*[12] and *Home Building & Loan Assn.* v. *Blaisdall*.[13]

In the closing chapter Professor Wright finds it seemingly paradoxical that this "increase in the scope of judicial review should have been tolerated" during the time when "doctrines and practices of political democracy were spreading so rapidly."[14] "For the most part the judicial check took the form of setting aside laws which were seemingly to the interest of the mass of the people."[15] He explains this by stating that few realized the future implications of Marshall's interpretation of the clause, and, of far more weight, that the judicial decisions were in accord with the political, economic and legal thought of the age.

This does not purport to be a treatise on the contract clause. Even so the author makes much use of the technique of the lawyer and in a most satisfactory manner. It is open to question whether the student of constitutional history and the lawyer may not find much more of interest than will the economist. It is recommended for all.

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THE LAW OF NEWSPAPERS. *William R. Arthur and Ralph L. Crosman, McGraw-Hill Book Co., New York (second edition) 1940. pp. xxxv, 615. $4.00.*

THE LAW OF JOURNALISM. *Robert W. Jones, Brooklyn: Metropolitan Law Book Co. Washington: Washington Law Book Co. 1940. pp. xii, 394. $4.00.*

These two additions to the growing literature of journalism could both be marked "must" for the professional libraries of newspapers, newspapermen, other writers, radio executives and students as well as members of the bar whose practice touches this field at any of its many points. These volumes emphasize again how rapidly new and recent conditions and influences affect the press legally. The astonishing development of the radio affords one example and the enlarged authority

[12] 282 U. S. 582 (1931). This must be the case referred to by footnote 36 on page 98.
[13] 290 U. S. 398 (1934).
[14] P. 252.
[15] *Ibid.*