

1938

Book Review of Cases and Materials on Contracts

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Repository Citation

Woodbridge, Dudley Warner, "Book Review of Cases and Materials on Contracts" (1938). *Faculty Publications*. 1440.
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BOOK REVIEWS

CASES AND MATERIALS ON CONTRACTS I. By George W. Goble. Chicago: The Foundation Press, Inc. 1937. pp. xxiv, 769. \$5.25.

Five casebooks on contracts by the same publishers in about the same number of years!¹ The one under review, while the last to appear, probably because of unexpected change of author,² is the first of a series of three volumes on contracts which, taken in its entirety, covers the whole field embraced within the American Law Institute's *Restatement of Contracts*.

The three volumes are designed to serve as an orientation course in all law that involves consent as a basic element pursuant to the so-called "Columbia Plan."³ Those of us who believe that knowledge of one's subject, common sense, and personality are the prime requisites of a good teacher will not be impressed very much either way about the alleged pedagogical advantages of orientation courses *per se*. Any beginning study in such a broad field as contracts must of necessity be of an orientation nature. As a matter of fact the first two of these volumes (i. e., the book under review and Patterson's Volume I of *Cases on Contracts II*) treat the subjects customarily taken up in a year's course on contracts—from 4 to 4½ semester hours to be spent on "Contracts I" and from 1½ to 2 hours on Volume I of "Contracts II". These two volumes are obtainable in one binding at an inclusive cost of \$7.00.⁴ Patterson's *Cases on Contracts II* has been reviewed (on the whole very favorably) elsewhere,⁵ so we will confine the rest of our remarks to the particular volume under review.

It treats of Offer and Acceptance, Consideration, Contracts Under Seal, Third Party Beneficiaries, Assignment, Statute of Frauds, and Discharge. The cases are unusually well selected and arranged. They are for the most part the type of cases that will hold the interest of a first year class and yet far enough over their heads to be challenging. The author evidently believes in throwing the beginning law student into the legal pool on his own, but sees no reason why the water should be chilled with icebergs in the shape

¹ COSTIGAN, *CASES ON CONTRACTS* (2d ed. 1932); COSTIGAN, *CASES ON CONTRACTS* (3rd ed. 1934); PATTERSON, *CASES ON CONTRACTS II* (Volumes 1 and 2) (1935); and the book under review.

² See (1936) 22 VA. L. REV. 843, 844.

³ See (1936) 45 YALE L. J. 1153.

⁴ Circular letter from the Publishers, March 3, 1938.

⁵ See for example (1936) 22 VA. L. REV. 843; (1936) 36 COL. L. REV. 342; (1936) 45 YALE L. J. 1153.

of old English cases largely obsolete and puzzling even to the best students (and instructors), nor even why, since salt water predominates, some salt cannot be added to the water in the form of interesting modern cases and problems.

However the old landmarks of the law are present either in the original, or digested within more recent cases, although your reviewer confesses to have been considerably surprised to see *Foakes v. Beer* relegated to the latter class.

The more important sections of the Restatement of Contracts (from the standpoint of the student) have been reprinted where pertinent after the fashion of reprints of the Uniform Negotiable Instruments Law after cases in casebooks on Bills and Notes.

The best feature of the book is its notes. They do not give a false idea of completeness. They are not printed in forbidding fine print at the bottom of the page. They appear after the cases in the regular portion of the book in only slightly smaller type and in short paragraphs that really entice one to read them. They are helpful and stimulating and of a sort to stir to his depths any student with an inquiring mind.

Those teachers who cover only a portion of the book they are now using, and who think that training in legal analysis and observation is far more important than imparting information can easily and profitably use this book for the whole contracts course. In combination with Patterson's *Cases on Contracts II* there is not only a wealth of material at no appreciable increase in price but also the advantage of seeing contract law through the eyes of two masters.

While the book is called *Cases and Materials on Contracts I*, about 95 per cent of the book (exclusive of notes and references) consists of cases. The historical aspects of consideration and of assignment are treated by means of short excerpts from the works of Holdsworth and Ames.

There are numerous references to law review articles and other materials relevant to the subject under discussion, but there is no separate index to these sources of information.

Whenever the law of contract and the law of quasi-contract overlap the author has not hesitated to treat the whole situation rather than the contractual side thereof only, thus giving the student one complete picture rather than two separate, more or less distorted ones.

From a mechanical standpoint the book is admirably made. It is less than one and one half inches thick and can stand plenty of hard knocks. Let us hope that this recession from an approach to unabridged dictionary size for casebooks will continue.

This is one of the most teachable casebooks that has yet appeared and undoubtedly will take its place quickly beside those of Williston, Costigan, and Corbin.

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