

Corbin's Cases on Contracts (2nd Ed.) (Book Review)

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Colonel McCormack also said: "Whatever opinion may be entertained as to the value of code control imposed upon industries, it is obvious that if the newspapers of the country are regimented together and placed as a class under a government authority they will not enjoy the unlimited freedom that has been their lot since the expiration of the sedition laws." The National Industrial Recovery Act was passed by Congress to restore prosperity. This experiment in government, radical though it be, should be given a fair trial. We believe this is possible without a surrender of the right to free speech and to a free press.

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CORBIN'S CASES ON CONTRACTS. Second edition. By Arthur L. Corbin. St. Paul: West Publishing Co., 1933, pp. xiii, 1264.

It has been well said that: "It is almost a legal maxim that 'out of the facts the law arises,' since if there be no state of facts, there can be no question of law."¹ With the ever-mounting mass of cases it becomes more and more recognized in legal education that the law is made to fit the facts; that the student should not attempt to solve a legal problem by stuffing the facts into some pigeon-hole in his desk of legal rules and principles. For that reason it seems desirable that many different factual situations should be presented to the legal scholar. Professor Corbin has done this in his new case-book on Contracts. Emphasis should be placed upon the quantity of cases to be read, not with the idea of acquiring greater information in the law but with the purpose of thereby developing to a larger extent the law student's faculty for fact analysis. In this collection we find 523 cases, drawn from many different jurisdictions. It is interesting to note that here are opinions from the courts of all the states in the Union except six, New York State leading with 71 and Massachusetts following with 63. Although many of the old leading English and American cases are found, the editor has included a large sprinkling of more recent decisions. The historical method of presenting each new subdivision of the subject is still adhered to, beginning with early English cases and ending up with notes on the most modern pronouncement of the law as found in the Restatement of the Law of Contracts.

Following most of the cases, provocative questions have been asked to arouse and stimulate interest and curiosity on the part of students. The footnote annotations taken largely from the author's edition of *Anson on Contracts* are so full and complete as to serve somewhat as a running text to the cases. The subject of Mistake is included under the chapter relating to cases on Offer and Acceptance where it very properly belongs. As far as the reviewer has been able to discover, no cases on the effect of Fraud or Duress are included in the collection. But an innovation has been made by including a chapter

¹ *Steffes v. Hale et al.*, 204 Iowa 226, 215 N. W. 248 (1927).

entitled "Remedies for Breach," which contains a number of cases on Damages, Restitution and Specific Performance. The author justifies this departure by saying in his preface: "the subject of 'Damages' has been so neglected and confused that very many law students never study it at all. In somewhat less degree, the same can be said of 'Restitution' and 'Specific Performance.' The cases here included will at least point the way to further study."

A case-book is necessarily doomed to a short life. Law is not static, but constantly developing and changing, not through any inherent uncertainty in law itself, but because since it is a social science it must needs be constantly adjusting and readjusting itself to the changing conditions of business and society. This second edition of Professor Corbin's case-book on Contracts brings the subject down to date and leaves very little to be desired in a modern, scientific presentation of the case-book method of studying law.

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CASES AND MATERIALS ON TRUSTS AND ESTATES. Volume 2. By Richard R. Powell. St. Paul: West Publishing Company, 1933, pp. 1040.

In our review of Volume 1 of this publication,¹ opportunity was taken to discuss the functional approach to the study of law which has been adopted by Professor Powell in the presentation of his subject, and to appraise its efficacy from the viewpoint of preparing future lawyers to cope with the variety of problems which will inevitably be presented to them for solution. It was then argued that problems change, and that their solution cries out for an application of sound fundamental principles, if chaos is not to supplant stability. In the short period, which has elapsed since the writing of the review of Volume 1, we have been engulfed in a veritable tidal wave of change, the force and extent of which will defy accurate measurement in this generation. To successfully ride this wave into more quiet and sheltered waters, it is resubmitted that reliance must be placed implicitly in the chart of fundamental principles in the hope that it will be accurate enough and clear enough to guide our course through the upheavals, concomitant with sudden change. A study of the problems of yesterday yield assistance, only in so far as they reveal the technique manifested in the application of sound principles to the balancing of the social order.

In Volume 2 of *Cases and Materials on Trusts and Estates* the problem method initiated in Volume 1 is continued. For instance, under the heading of "Conservation of Wealth of Disposing Party by Due Consideration of Law as to Income, Gift and Succession Taxation" are discussed such matters as "The Allocation of Liability for Income Taxes" and "Dispositions Subject to State and Federal Taxation." The cases and materials under these groupings

¹ Book Review (1933) 7 ST. JOHN'S L. REV. 379.