

August 2013

Cases and Materials on Contracts (Second Edition) (Book Review)

Edward J. O'Toole

Follow this and additional works at: <http://scholarship.law.stjohns.edu/lawreview>

Recommended Citation

O'Toole, Edward J. (2013) "Cases and Materials on Contracts (Second Edition) (Book Review)," *St. John's Law Review*: Vol. 14: Iss. 1, Article 35.

Available at: <http://scholarship.law.stjohns.edu/lawreview/vol14/iss1/35>

This Book Review is brought to you for free and open access by the Journals at St. John's Law Scholarship Repository. It has been accepted for inclusion in St. John's Law Review by an authorized administrator of St. John's Law Scholarship Repository. For more information, please contact cerjanm@stjohns.edu.

CASES AND MATERIALS ON CONTRACTS. Second Edition. By Frederick A. Whitney. Brooklyn: St. John's University Press, 1939, pp. xxviii, 1376.

Although the thirteen years that have passed since the publication of the first edition of this book may never be referred to as the "Golden Age" in legal education, it seems likely that they will be regarded as the "Era of Awakening" in the teaching of law. In recent years professors of law have examined their pedagogic consciences and have found them unsatisfactory in many items. In particular, it was discovered that the materials which were prepared for student consumption were inadequate in content and unsuitable in form. The drudgery of the case book as originally published could be relaxed, if at all, only during those few precious moments in the classroom when some inspiring teacher would infuse a semblance of logical continuity into the mass of cases that cluttered the book. Obviously, something was needed to hold the attention of the student as well as his interest after he passed from the presence of his preceptor. No one interested in legal education is unfamiliar with the many "gadgets" invented to arouse and maintain the interest of the student in his required case books. They include the interpolation of text matter, excerpts from law reviews, statistics, statutes and even illustrations. The homogeneous has become the heterogeneous. The publication of Professor Whitney's book presents an excellent occasion to evaluate the present trend in law school materials.

It is evident that the author has given much thought to the reading matter which should be available to the beginner in a course on contracts. For example, he has avoided the citation of cases in footnotes. His long experience in the classroom and his deep understanding of student psychology have undoubtedly convinced him that a citation in a footnote arouses very little interest in a first-year student who is deeply involved in the process of learning the names of the "streets and avenues". However, a laudable attempt is made to provide a workable substitute for the footnote citation by the use of what the author calls "supplemental cases". These cases follow the "leading cases" and are printed in smaller type. By a reading of the supplemental cases, the student has an opportunity to observe the principle of the leading case in motion in many different factual setups. The results of such readings should be an increased interest and an early understanding of the function of legal principles.

A typical example of the author's supplemental case method is to be found in the treatment of the subject of "usury as a defense and as grounds for affirmative relief".¹ *In re Miller*² is selected as the "leading case" on the subject. Then follow six supplemental cases, beginning with an important case decided by the Court of Appeals in 1864³ and ending with a most interesting case which was tried in the Municipal Court of the City of New York in 1936.⁴ Were these six cases merely cited or very briefly abstracted, it is likely that the average student would never see the panorama which is so vividly portrayed.⁵

¹ Pp. 682-691.

² 21 F. Supp. 644 (S. D. N. Y. 1937).

³ *Bullard v. Raynor, et al.*, 30 N. Y. 197 (1864).

⁴ *Faber v. Siegel, et al.*, 158 Misc. 722, 286 N. Y. Supp. 974 (1936).

⁵ *EDGAR AND EDGAR, TORTS* (3d ed. 1936) 48.

The pedagogic approach in this book is best suited to first-year students. It is designed especially to aid them in those early days of their exploration in the field of law, when they are most likely to become discouraged because of their unfamiliarity with the terrain they have set out to master. Professor Whitney is to be commended for his valuable contribution to the comparatively new field of legal pedagogy.

EDWARD J. O'TOOLE.*

* Professor of Law, St. John's University School of Law.