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### Review of Cases on Contracts, by G. P. Costigan

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ment for the case method in law schools is that it develops the legal mind. Does the business man want the legal mind? Can he acquire it in the time he can afford to give to the study of law? Meanwhile there are no proper law texts available for these schools of business and very likely the teacher in these schools, who may not believe the case method the best for his purpose, will find it best to base his work on one of these compilations for the special field.

*Hastings Lyon.*

**CASES ON CONTRACTS.** By George P. Costigan, Jr., Professor of Law, University of California. Callaghan & Company, Chicago, 1921, pp. xxviii, 1489.

The appearance of Professor Costigan's book together with the collection of cases on contracts in the American Casebook Series by Professor Corbin and the new edition of Williston's **CASES ON CONTRACTS** has made the past year one of no little interest to teachers of the subject. Opinion will vary as to which is the most usable collection, but all are unquestionably sufficiently good to afford an opportunity for choice and variety from time to time in giving the course. Nothing can do more to break the effect of the pernicious habit among students of all law schools of handing on to succeeding classes "canned" notes than occasional shifting in the books used as the basis of the courses. Teachers of Contracts are now peculiarly well situated to do this and at the same time find renewed interest in an old, familiar course.

In the book which is the subject of this review the topics treated "are those which American teachers of the subject have been accustomed to consider essential to the course on Contracts," and, generally speaking, in arrangement the old and accepted lines have been followed. The editor calls attention to the fact that he has departed from the accustomed order in taking up at the very beginning sealed contracts and in postponing the treatment of the Statute of Frauds until just before the chapter on discharge of contracts. There are good reasons for such arrangement, but the teachers who prefer some other order may suit themselves without prejudicing the usability of the book.

In his preface the editor further states: "Except in Chapter VII, section headings have been omitted both because they aid the student undesirably and narrow too much his interest in a given case and because they tend to compel the placing of some cases at points inimical to the natural development of topics." It may well be questioned as to whether in this respect the editor has not gone too far. To head each case would, of course, never do. At the other extreme it is equally clear that it would be inadvisable to turn students loose in collections of cases without any headings whatever—call the case-books, perhaps, Cases on Law. Between these two extremes the line must somewhere be drawn, and opinions naturally will differ as to just where it should be.

There are to be found in the book most of the usual landmark cases. At first one misses such an old friend as *Dickinson v. Dodds*, but *Watters v.*

*Lincoln*, 29 S. D. 98 (1912), covers the ground adequately. Two-thirds of the cases, so the preface states, are from American courts, and many of them are fairly called recent decisions. In this respect, however, the editor has not sacrificed the important historical aspect and development. It is believed that the book presents a more up-to-date view of the subject than does even the second edition of Williston. In some fields of contract law recent developments have been noteworthy. For instance, the doctrine of Impossibility has been re-examined and perhaps extended in cases growing out of the World War. Professor Costigan has very well challenged attention to the modern tendencies in this and other respects.

To law teachers at least the notes, which are copious, are very interesting and valuable. It may be that too often the material in the note is of too much assistance to the student in deducing the lesson of the cases. See, for example, the note on page 1289. An exceedingly valuable feature of the notes is the frequent reference to material in various legal periodicals. It is unfortunate that Professor Williston in his casebook and particularly in his text did not make available to his readers this wealth of material. With the exception of an occasional reference to the *Harvard Law Review*, usually to an article by himself, Professor Williston has cited but very few articles or notes in law magazines.

How well Professor Costigan's book will work out as the basis of instruction only actual use can tell. A careful examination of the book, however, has satisfied the reviewer that it would be interesting to try it.

*Ralph W. Aigler.*

**THE LAW OF SALES.** By John Barker Waite, Professor of Law, University of Michigan, Chicago, Callaghan and Company, 1921, pp. xii, 385.

This is a treatise on the law of sales of personal property, not a bare statement of the rules of law governing the subject, nor a digest. It is in six chapters, and an appendix containing the Uniform Sales Act. Except in the first two and the last chapters,—a small proportion of the whole,—where the method could not practically be applied, the author has treated his subject from the point of view of the person affected by the transaction rather than from the point of view of the transaction itself. Thus Chapter III deals with the "Seller's Remedies and Rights," Chapter IV, the "Buyer's Remedies and Rights," and Chapter V, the "Remedies and Rights of Third Persons." Chapter I treats of "General Principles," Chapter II of the "Transfer of Title," and Chapter VI of "The Statute of Frauds."

American textbooks on sales for the student and practitioner fall, from the point of view of size and method of treatment of the subject, into two classes,—the one represented by the larger works of Williston and Mechem, the other by the smaller ones of Burdick and Tiffany.

The smaller works content themselves, in the main, with stating the fundamental rules of law of the subject with little or no discussion or criticism. The larger works treat the subject in greater detail and contain, together with