

Michigan Law Review

Volume 56 | Issue 4

1958

Williston: A Treatise on the Law of Contracts

Collins J. Seitz

Court of Chancery, State of Delaware

Follow this and additional works at: <https://repository.law.umich.edu/mlr>



Part of the [Contracts Commons](#), and the [Legal Writing and Research Commons](#)

Recommended Citation

Collins J. Seitz, *Williston: A Treatise on the Law of Contracts*, 56 MICH. L. REV. 676 (1958).

Available at: <https://repository.law.umich.edu/mlr/vol56/iss4/20>

This Book Reviews is brought to you for free and open access by the Michigan Law Review at University of Michigan Law School Scholarship Repository. It has been accepted for inclusion in Michigan Law Review by an authorized editor of University of Michigan Law School Scholarship Repository. For more information, please contact mlaw.repository@umich.edu.

A TREATISE ON THE LAW OF CONTRACTS. By *Samuel Williston*. Third Edition by *Walter H. E. Jaeger*. Vol. 1. Mount Kisco, N.Y.: Baker, Voorhis & Co. 1957. Pp. xxii, 826. \$20.

There exists no more forceful example of the psychological principle of association of ideas than the words, "Williston" and "Contracts." There are two reasons: first, the magnificent scholarship of Professor Williston, and second, the all-pervading importance of contracts in the law generally.

Advising the legal scholar that *Williston on Contracts* is to be revised, albeit for the second time, is somewhat akin to telling the theologian that a Biblical revision is forthcoming. We know, of course, that the law is a living thing and its every branch must be reviewed from time to time to see how well the law has met the changing needs. Thus the legal scholar serves his profession and the public interest best when he critically examines the old, and then reaffirms that which is still vital and rejects the outmoded. He may also very properly point out portents of things to come.

Since we are often inclined to judge the quality of a work in part by the standing of the author in his field, let us look at the author who was selected to make this important revision. Professor Jaeger, unlike the author of the first revision, was compelled to perform his ambitious task without being able to consult with Professor Williston. Professor Jaeger brought to this ambitious task years of experience in teaching contracts at Georgetown Law School. He has also written numerous scholarly articles

in various fields of law. But the best proof of his ability is found in the high calibre of the first volume of this revision.

As a trial judge, I bring to this review of Volume One of Jaeger's *Revision of Williston on Contracts* a preoccupation with the "practical" side of his work. This leads me to make some generalizations concerning the revision which may have general appeal. One immediately notes that the style of the text has been modified by the use of shorter sentences, more paragraphs and more modern illustrations. These changes not only make the book more readable, but more understandable and thus more useable. The classic cases are retained yet the book is "modernized" by frequent reference to current authorities. Its up-to-date code references are also important in this day and age of increasing statutory pre-emption of the legal field.

I count as a particular blessing the more frequent use in the footnotes of pertinent quotations or excerpts from recent cases. How much better than the endless listing of cases without any suggestion as to their essential importance. Anyone who has been confronted with an endless array of citations will appreciate this device for shortening the search for relevant cases.

It is also noteworthy that there is more frequent reference to legal periodicals. But of more importance, they have apparently been carefully selected to be of use to the active practitioner.

Because the theory of consideration is undergoing changes in its particular application, chapter 6 dealing with "Consideration" is of real interest. The active practitioner can read this chapter with real profit. New trends in the law are also reflected by the addition of new sections containing a most useful discussion of guideposts to the legal future.

As previously indicated, I cannot help emphasizing the practical side of the work. I am advised that the completed work will have tables showing the status of infants' and married women's contracts, accompanied by appropriate statutory and code references. Of vital importance there will be a complete revision of the index to speed the finding of desired topics.

Based upon my reading of Volume One of this revision I would say without hesitation that Professor Jaeger's revision is a most worthy successor to the earlier editions. Since one of the most gratifying accolades to an author's work, particularly to a professor, is its purchase in substantial numbers, I feel confident that Professor Jaeger will receive this applause in good measure. And so he should, because this work will be a "must" on the shelf of the lawyer and judge who want a valuable working tool in the field of contracts—the keystone of our civil law.

*Collins J. Seitz,
Chancellor,
Court of Chancery,
State of Delaware*