

Book Review: Law of Contracts, by William L. Clark Jr.

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Autobiography of Roujet D. Marshall, Justice of the Wisconsin Supreme Court. Edited by Gilson G. Glaser, Madison, Wis., 1923 and 1931. Two volumes (1100 pages).

The late Justice Marshall in his will directed his executors to complete the writing and publication and distribution in their discretion of 500 copies of his autobiography. This task is now completed and the result is one volume of 558 pages containing the autobiography proper (published in 1923) and another volume of 626 pages (published in 1931) intended as a "memorial volume" and containing in part one miscellaneous writings of Marshall dealing with his life on the bench (100 pages) and chapters written by others in appreciation of such work (130 pages). Part two deals with his public work outside of the judicial office and consists of 144 pages. The third part consisting of 138 pages deals with his private life and character. The fourth part presents miscellaneous writing of Marshall and consists of 87 pages. A table of cases and an index complete the volumes and make their contents readily accessible.

The task of the editor has been made difficult by two adverse circumstances. The first was that Marshall did not finish his autobiography leaving only sketchy outlines for some of the chapters. The second was that he destroyed his letter files before his death. The latter fact has made necessary involved correspondence with a view to rescuing from the files of those with whom Marshall corresponded a part of the information which would have been available in Marshall's files. This explains the delay in publishing the second volume.

No attempt will be made at this time to show Marshall's important place in the history of the Supreme Court and in the legal history of the state. The two volumes will be invaluable to anyone who wishes to continue Winslow's history of a great court. They will be of value to all Wisconsin lawyers because they discuss the fight which has been waged in connection with various laws in which they are more or less interested. All large law libraries including all American Law School libraries will wish to possess this work. It is to be hoped that the edition has not been limited to 500 copies.

CARL ZOLLMAN,
Professor, Marquette University Law School.

Law of Contracts. By William L. Clark Jr. Fourth Edition by Throckmorton and Brightman. Published by West Publishing Company. (1931) pp. 858.

A text book remains valuable only if it is brought up to date. Sixteen years have passed since the publication of the last edition of this text. During this period the World War occurred and as a result new problems in contract law relating to the effect of war on rights and liabilities of parties to existing contracts have arisen; the adoption of the Uniform Sale of Goods Act by many states has caused certain important changes in contract law; economic and social changes which have been recognized by legislatures in their many and new statutes relating to the law of contracts—all of these events made imperative a change in existing texts on contract law.

The editors of this revised text have taken heed of these events and new

citations and the rewriting of certain sections have resulted. The notes also contain reference to contract articles in Law Reviews where difficult problems of contracts will be discussed and analyzed. Material from the *Restatement of Contracts* by the American Law Institute is likewise cited. These additions and revisions have resulted in giving to the law student and the lawyer in practice a modern text book on contract law.

It is submitted that the ideal method of learning law would be in studying a casebook and also a text book, each one being correlated to the other. The prohibitive cost of two books for the student and also the lack of good text in certain fields are barriers to this plan. However it is suggested that unless casebook study is supplemented by lectures in the class room or study in a text book, the student is apt to have a confused mass of unrelated rules of law and cases rather than a logical arrangement of legal knowledge.

The student of contract law would find his contract cases easier to understand if he frequently uses a contract text, like this book being reviewed, to help him formulate definite ideas and to classify the problem presented in his casebook.

J. WALTER MCKENNA,
Professor, Marquette University Law School.

Bigelow's Cases on Personal Property. Second Edition. American Casebook Series. Published by West Publishing Company (1931).

This reviewer has used the first edition of Professor Bigelow's casebook for several years. He has also used and examined other casebooks on Personal Property. He has found Professor Bigelow's book the most adaptable. He has not used the new book for a long enough time as yet to be able to pass a mature judgment upon it, but he does have some impressions.

The second edition contains little improvement over the first. The plan of the book remains the same. The cases on possession have been rearranged, the chapters on bailment have been considerably enlarged, and the most recent leading cases decided since the publication of the first edition have been added. There is little to criticize about the new book unless one objects to the academic analysis that it still presents.

The editor has this to say in his preface, "Whether 'possession' is a separate and fairly unified legal concept although with variations in the marginal portions thereof, or whether the term is merely a convenient phrase that is applied to differing situations to give an appearance of explanation for what is conceived of as a socially desirable result, is a question that it will not be attempted to settle here. Whichever view the user of this book may entertain, it is believed that the material in chapter 2 (on possession) will prove stimulating and helpful. Whether the material is regarded as tending to establish the homogeneity of 'possession,' or its heterogeneity will depend largely upon the emphasis that the instructor places upon various parts of it."

Apparently the editor hopes that those teachers who purport to be "realists" or "functionalists" will be able to use his casebook. They must be the persons he has in mind when he suggests that some law teachers may stress, for example, the "heterogeneity" of possession, and still find the material in the casebook stimulating. It may be difficult to describe just what a realist or a functionalist