

narrow their scope *pro tanto*; they will only in extraordinary cases cut their time allotment; some now standard offering will still be displaced. The reviewer sees little harm in that. It should be recognized by this time that the substantive content of a law course is fractional at best. The more we cover with course and class work, the better; but our most is astonishingly small. A course so built as to set sprouting in the student a realization that his information gathering must be done independently is worth more than the time which the giving of such a course consumes; and Mr. Sayre's cases challenge to such a shaping of class work. The material equally with its arrangement challenges likewise to study of the non-legal background against which the law is shaped; to a perception of the fact and manner of growth and change in living law, by court decision and by statute—a perception which must become clearer and deeper where the time span over which changes occur is narrowed down as it is here. By its striking value in this aspect, too, the course commends itself.

But the reviewer would go farther. There is no need to scallop the subject matter out of the adjacent established courses. A cross-section view has value of its own; an advanced and detailed study proceeds soundly only when a general foundation has been laid. What reason in analysis or pedagogy is there for admitting half a dozen advanced courses in specific fact-types of contract and excluding from such study a like treatment of a specific fact-type of tort? Such duplication may make the course a luxury to some three-year students. But it would greatly enhance the gain to such as took it. And a teacher of such matters as partnership and negotiable paper may be pardoned for not believing their study on the road to the LL.B. essential to salvation in later practice, if what is substituted for one of them combines almost inevitably solidity of matter, analysis, cultural insight, and legal perspective.

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*Cases Illustrating the General Principles of the Law of Contract.* By John C. Miles and J. L. Briery. New York, Oxford University Press, American Branch, 1923. pp. xvi, 528.

This is a small casebook containing 79 English cases on the law of Contracts, Agency, and Quasi-Contracts. It is intended to accompany Anson's treatise; and its purpose, indicated in its title, is to illustrate the application of the rules constructed by Anson. For such a limited purpose it will no doubt be very serviceable. At least a third of the cases are contained in several American casebooks on the subject. With only eight cases in Offer and Acceptance, three on Statute of Frauds, seven on Consideration, three on Quasi-Contracts, and next to none on Conditions, it is certain that much is left without illustration and that the student is not afforded material sufficient for original and critical comparative study. It seems certain that, just as in this country, the later English casebooks will treat the law not as settled once for all by the masters and the judges but as growing and changing with new life conditions, and will give to the student an opportunity to do far more than to read Anson and then prove he is right by means of a single case.

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