

REVIEWS

CORBIN ON CONTRACTS

A Comprehensive Treatise on The Rules of Contract Law. By Arthur Linton Corbin. St. Paul: West Publishing Company, 1950. 8 volumes. \$100.00.

VOLUME ONE

PART I: FORMATION OF CONTRACT §§ 1-274.

CORBIN's mastery of the technical side of the law of contracts and his gift both for analysis of factual material and for re-examining and improving many a traditional doctrine mark his success in weaving together the vast body of our case law of contracts into understandable patterns. However, a reviewer of *Corbin on Contracts* who confined his praise to these features alone would ignore its most significant characteristic. The greatness of Corbin's contribution to the law of contracts lies in his approach, in his richness of creative ideas, in his rare sensibility and power of communication. He has received from his life-long study of Anglo-American law much more than most men working in his field will ever receive. And he transmits what he has received with a penetrating force, an intellectual honesty, an admirable moderation which drive his contribution deep into the reader's mind. The great institutions and doctrines of the common law of contracts, their gradual evolution by trial and error, the daring advances made by great judges, as well as the fumbling of many a court, speak directly to you.

Unlike Williston,¹ Corbin has not tried to restore the lost unity of the law of contracts by returning to principles which underlie the whole field and which are equally applicable to the humble transactions of our daily experience as well as to the most complex contractual arrangements of modern industrial society. With the pragmatic thesis that "all rules of law may with advantage be called Working Rules,"² Corbin sets out to develop the working rules in the fields of contract—the rules which "truly represent past human transactions and influence those that are to come." But in describing and creating these rules, he reminds his readers constantly to be aware of their tentative character:

"Any form in which they are stated is an experiment, by a writer, a legislator, or a judge, to see how it will work and whether it will work at all. A writer or a law institute states a rule and tries it on the bench

1. See 1 WILLISTON ON CONTRACTS vii (Rev. ed. 1936), discussed in Cook, *Williston on Contracts*, 33 ILL. L. REV. 497, 504 (1939).

2. Cf. Commons' treatment of law as "working rules of going concerns," LEGAL FOUNDATIONS OF CAPITALISM 134 *et seq.* (1924).