

suggest that the experience of other countries, with a different history and different kinds of union, may not be a safe guide here.

The rest of the book urges responsibility upon both sides of the bargaining table, with the sharpest digs and the most exhortation reserved for the labor side of it.

The writing is marred by occasional carelessness or clumsiness, but in general is clear and easy to read. And it would be ungracious indeed to be captious, where the slips occasionally furnish such pleasure as does the reference (p. 357) to an infant labor movement "in dawdling clothes." Nor are the gems all inadvertent, either, for Mr. Teller was inspired when he referred to *Hunt v. Crumbock*, (325 U. S. 821) a case arising out of a murder, as "the culmination of the homicide committed upon the courts by the Norris Act."

Like all Mr. Teller's writings, this book is a thought-provoking contribution to a vitally important field.

Bertram F. Willcox.†

PRINCIPLES OF THE LAW OF CONTRACTS. By Grover C. Grismore. The Bobbs-Merrill Company, Indianapolis, 1947. pp. lxiii, 538. \$6.00.

In traditional style, Professor Grismore has carefully and thoroughly treated in the traditional way all of the traditional principles of the law of Contracts. Here, then, is a book tailor-made for the traditional review. The reviewer has only to make the traditional assumption that any such meticulous restatement of a body of concepts is automatically a contribution to legal literature and his plan of attack is clear. An appreciative recognition of a painstaking piece of work, an involved disagreement or two with the author's statement of some insignificant bits of doctrine (inserted both to prove he read the book and to preserve his reputation for independence of thought) and the reviewer has added to his bibliography another evidence of his productivity as a scholar.

There is, unfortunately, an insurmountable obstacle to my use of such a technique: I cannot bring myself to make the necessary basic assumption. For I doubt, in the first place, whether any text which sets out to clarify the law by carefully constructing a card house of concepts can ever do more good than it does harm. The seeming stability of such a logical structure—achieved only by divorcing doctrine from the reality of the individual case—lulls too many students into a false sense of security. That most students admittedly and understandably yearn for such security makes placing such a book in their hands all the more hazardous. Such a card house can safely be used only if constant classroom exposure clearly demonstrates that factual jars and drafts make card houses collapse. Employed by able and understanding teachers, the structure has some utility in introducing students to the way courts and lawyers talk about the solution of disputes. In the hands of unimaginative teachers, who themselves believe that such a restatement contains the answers to important questions in the law, it is a dangerous instrument. The competent teacher has no need of it. The incompetent teacher cannot teach without it.

But even conceding that such a carefully built card house has some pedagogical value, the need is scarcely great enough to justify row housing.

† Associate Professor, Cornell University Law School.

The law of Contracts has already been stated and restated. Unless, therefore, Professor Grismore's structure (1) is built on new conceptual ground or (2) adds a more attractively designed unit to the old row of paste-board fronts, it is a needless piece of construction. How does the book stand up when measured even by these limited standards?

Since Professor Grismore states in his preface that his sole purpose has been to "present the fundamental principles of the law of Contracts as clearly and concisely as possible," and that "the choice of topics has been determined very largely by the conventional basic Law School course on the subject,"¹ his book could hardly be expected to break new conceptual ground. And any hope that this statement of his objectives might perhaps be overly modest is dashed once the book is examined. So far as subject matter is concerned, Professor Grismore has done exactly what he set out to do. Except for some rephrasing and rearranging of already established concept patterns, he has nothing to offer which is not already supplied in too great abundance by the *Restatement of Contracts* and Williston's *Students' Edition*.

How, then, does the book stand up on the second count? For any book that presents even well worn doctrine in a refreshing and interesting way, that really manages to clarify the subject by explaining the traditional concepts in simple and down-to-earth language, that is—in short—a useful textbook, still deserves publication. Personally I should rate any such book a genuine contribution if it did no more than help dispel the notion that law must be presented as dull and big-worded stuff. How about Professor Grismore's book? A sample of the text gives the answer. Here, for instance, is the author's explanation of the difference between a contract and a sale:²

"At other times the word [contract] is used to designate a certain transaction, such as a sale or a conveyance, which arises out of an agreement and results in new legal relationships, but does not involve any undertaking to do or to refrain from doing anything in the future. Thus, if A sells and delivers an automobile to B and is paid a price therefor, it is sometimes said that a contract has been created. This is not a contract in the sense in which the word has been described above, but a sale. Such an agreement creates no outstanding obligation but effects at once a transfer of rights in rem. However, it is otherwise when there is coupled with such a transaction one or more undertakings for the future, as when the future delivery of the goods, or the future payment of the price or a warranty is provided for. In such a case a contract in the sense indicated results, as well as a sale."

Ten pages of passages like this, complete with footnotes, were more than enough to spike my hope that here I might find—at last and at least—a simply stated textbook. Not merely unreadable, it is comprehensible only to one who already understands the subject and is searching, not for clarification, but for ways of stating a position or for additional case ammunition to bolster that position. Devoid of examples with flesh on their bones, full of the majority and minority rules in traditional "most jurisdictions . . . many courts, however . . . but a few cases hold . . ." style, achieving compactness by cryptic statement rather than by elimination of non-essentials, it has all the imagination and fire of

1. P. iii.

2. P. 2.

the average law review note. It is miles away from the type of text for which Karl Llewellyn has been beating the drum—a text which “seeks to reduce a difficult matter to a deep but simple presentation, the kind of thing a student needs (1) to introduce him to the subject; (2) to help him, while he is studying the subject, and (3) to solidify everything when he reviews the subject. Or to save him the need of taking a *course* in the subject.”³

Can a text such as Llewellyn describes be written in the field of Contracts? I concede that it would be a difficult task. I also concede that it could be achieved only at the expense of systematic statement of every aspect of every “fundamental principle.” But that it can be done in a field of equal difficulty is demonstrated by such a rare article as Fred Rodell’s *A Primer on Interstate Taxation*.⁴ If it can be done there, it can be done here.

Such a textbook could accurately be titled: *Fundamental Principles of the Law of Contracts*. For it would present meaningful principles in a meaningful fashion. It would explain one principle—not in terms of another principle, equally confusing and meaningless—but in terms of how men behave and institutions operate and courts respond to societal pressures. It would be content to state “rules” which covered less than the totality of situations, leaving dissimilar situations to be covered by different rules. It would, in other words, refuse to construct or to support a complicated system of generalizations merely to extend the illusion of inevitability to the maximum number of questions on which courts have spoken. Unencumbered by inconsequential detail and unobscured by senseless verbiage, it would enable a student to get a real grasp of what courts are doing and why. That is the sort of job Professor Grismore might have done. Until a text writer is found who is willing to do it, further publication of textbooks in the field of Contracts should be discouraged.

Addison Mueller.†

CASES AND MATERIALS ON WILLS AND ADMINISTRATION. By Philip Mechem and Thomas E. Atkinson. Third Edition. The Foundation Press, Brooklyn, 1947. Pp. xv, 732, \$7.50.

CASES AND TEXT ON THE LAW OF WILLS. By W. Barton Leach. Second Edition. Published jointly by the Editor, Harvard Law School, Cambridge, and The Law School Press, Los Angeles, 1947: Pp. xvi, 302. \$4.50.

CASES AND OTHER MATERIALS ON THE LAW OF DECEDENTS' ESTATES. By Max Rheinstein. The Bobbs-Merrill Company, Indianapolis, 1947. Pp. xiii, 1295. \$8.50.

At the turn of the century John Chipman Gray ruled over the realm of Property with undisputed sway. His six-volume casebook on Property was accepted as the standard text wherever the case system had found its way. Formidable as it looked, it made no attempt to cover the wide field of property on which equity based its jurisdiction nor to include

3. HANDBOOK, THE ASSOCIATION OF AMERICAN LAW SCHOOLS 22 (1946).

4. 44 YALE L. J. 1166 (1935).

† Associate Professor, Yale School of Law.