1923


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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 substan-
tive 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.

Karl N. Llewellyn

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Cases Illustrating the General Principles of the Law of Contract. By John C.
Miles and J. L. Brierly. 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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