

Washington University Law Review

Volume 18 | Issue 2

January 1933

Review of “Restatement of the Law of Contracts, As Adopted and Promulgated by the American Law Institute at Washington, D.C., May 6, 1932”

Tyrrell Williams
Washington University School of Law

Follow this and additional works at: https://openscholarship.wustl.edu/law_lawreview



Part of the [Contracts Commons](#)

Recommended Citation

Tyrrell Williams, *Review of “Restatement of the Law of Contracts, As Adopted and Promulgated by the American Law Institute at Washington, D.C., May 6, 1932”*, 18 ST. LOUIS L. REV. 173 (1933).

Available at: https://openscholarship.wustl.edu/law_lawreview/vol18/iss2/17

This Book Review is brought to you for free and open access by the Law School at Washington University Open Scholarship. It has been accepted for inclusion in Washington University Law Review by an authorized administrator of Washington University Open Scholarship. For more information, please contact digital@wumail.wustl.edu.

Book Reviews

RESTATEMENT OF THE LAW OF CONTRACTS, AS ADOPTED AND PROMULGATED BY
THE AMERICAN LAW INSTITUTE AT WASHINGTON, D. C., MAY 6, 1932.
St. Paul: American Law Institute Publishers, 1932. Pp. 1206.

The American Law Institute is an educational corporation organized in the District of Columbia ten years ago and endowed by the Carnegie Corporation and the Rockefeller Foundation. Its members consist of ex-officio representatives of all state and federal courts of last resort, all state bar associations, all law schools approved by the American Bar Association, and a selected group of individual life members. All memberships are honorary in the sense that there are no dues. A chief purpose of the Institute is to restate American law, not with the idea of changing it, but with the idea of making it easier of comprehension and application. It was estimated at the beginning that this task would take between thirty and forty years. The re-statement of American law is to follow conventional classifications familiar to Anglo-American lawyers, such as contracts, torts, agency, trusts, property, business associations, et cetera. The first of the particular restatements, that of contract law, is now submitted to the legal profession. It is obvious that the work has been done with painstaking care. Professor Samuel Williston is the chief author, or "Reporter" for the entire work, except the chapter on remedies for which Professor Arthur L. Corbin is the "Reporter". The "Advisers", who cooperated for eight years in the undertaking, are seven lawyers of long experience in teaching the law of contracts. The text of the restatement was subjected throughout the eight years of preparation to examination and criticism by the council of the American Law Institute, of which the late Governor Herbert S. Hadley was an original member and of which Daniel N. Kirby of St. Louis has been a member since Gov. Hadley's death.

As finally published this restatement is a two-volume work and includes a complete index. The law of contracts is presented in the form of 609 black-letter propositions designated "Sections". Nearly every section is followed by a brief and explanatory "Comment" and also by a group of "Illustrations" which are generally based upon actual cases, although nowhere in the volumes are there any references to court decisions. The result is a complete and systematic treatment of modern American contract law with meticulous regard for exact terminology. In the relatively few instances of conflict between the different appellate courts, the Institute has selected and restated what it regards as the best of varying rules, even if not supported by the weight of authority. When statutory law is practically uniform throughout the country, as in the case of the Statute of Frauds, the Institute has fully treated the statutory law. When statutory modifications of common law are partial and in no degree uniform, as in the case of sealed instruments, the Institute has adhered to the common law.

It is reasonable to hope that the Institute's ambitious task will tend to unify the use of terminology throughout the country and thus reduce misunderstandings and controversies, will help to remove features of conflict in the law of the different states and will supply an ideal norm by which the living law of each particular jurisdiction may be expounded and applied.

The Institute has announced that a supplement to this Restatement of Contracts will be published for each one of a majority of the states and will give detailed references to statutes and court decisions for that state, in support of or at variance with the black-letter propositions of the official text.

TYRRELL WILLIAMS.

Washington University.

CASE BOOKS ON THE LAW OF PROPERTY.

CASES ON THE LAW OF REAL PROPERTY, by William F. Walsh. Indianapolis: The Bobbs-Merrill Company, Third Edition, 1931. Vol. I, pp. xii, 857, Vol. II, pp. xi, 681.

CASES AND READINGS ON PROPERTY, by Everett Fraser. Chicago: Commerce Clearing House, 1932. Pp. 511.

CASES ON THE LAW OF CONVEYANCES, by Marion Rice Kirkwood. Chicago: Commerce Clearing House, 1932. Pp. 767.

CASES ON TITLES, by Ralph W. Aigler. St. Paul: West Publishing Co., Second Edition, 1932. Pp. xiv, 1031.

CASES AND NOTES, supplementary to WARREN'S CASES ON THE LAW OF REAL PROPERTY, by Sayre Macneil and James Angell McLaughlin. Cambridge: published by the editors, 1931. Pp. ix, 120.

CASES AND MATERIALS ON THE LAW OF LANDLORD AND TENANT, by Albert C. Jacobs. St. Paul, West Publishing Co., 1932. Pp. xxviii, 903.

CASES AND MATERIALS ON TRUSTS AND ESTATES, by Richard R. Powell. St. Paul: West Publishing Co., 1932. Pp. xliiii, 1027.

The above have come to us, teachers of the law of real property, in the last two school years and more are announced in preparation. Most of them have been reviewed in the various Law School Reviews; sometimes in response to requests of the publishers; sometimes from a desire to offer helpful criticism or spontaneously evoked by admiration of a clever treatment. Is this a flood or a wealth of materials, and contributions to their thoughtful handling? The writer takes the second viewpoint. None of the authors need advertising and any "best seller" consideration will have to depend on merit in this field.

As evidence, then, of deep interest in the pedagogical phase of real property teaching, these offerings appeal to the writer in a greater degree than tabulations of teaching results on the basis of students passed and failed, why students reached certain positions of merit or academic grade in each or every class, or why all the students were not in the first third of the grade. No.