

dents should mature and then become leaders of the bench and bar. Evidently Mr. Shepherd wishes to help in making this prophecy come true.

TYRRELL WILLIAMS.†

A SELECTION OF CASES AND MATERIALS ON THE LAW OF CONTRACTS. By George Knowles Gardner. Cambridge: Harvard University Press, 1939. Pp. x, 1276. \$7.50.

Some years ago a justice of the Illinois Supreme Court borrowed from a first-year law student the latter's copy of Costigan's Cases on Contracts, Second Edition. When returning the book two weeks later the justice said: "Young man, if you read the footnotes, you can get a good general idea of the law of contracts." Nobody will ever make that remark about Mr. Gardner's book. It contains no footnotes. Its material, other than cases, consists only of statutes and extracts from the treatises of Glanville, Fitz-Herbert, and Chitty. In the short Foreword appears one, and only one, quotation from the American Law Institute's Restatement of Contract Law.¹ In the body of the text are 480 cases from standard reports—in some instances much abridged. The character of the eliminations is significant. Facts and decisions and reasons are preserved for the use of students. Some other things are dispensed with. In condensing a highly praised judicial opinion by Cardozo, Mr. Gardner inserts: "[Five pages of the opinion containing an historic-philosophical discussion of the doctrine of consideration are here omitted.]"² The selected cases are described in the Foreword as:

a minute fraction of the recorded experience of the race. This particular fraction consists of judicial attempts to settle quarrels over transactions which both parties had entered into voluntarily and as to which, at least at the beginning, they considered themselves to have agreed.³

Those law teachers who think that the best law is found in law review articles will not like Mr. Gardner's book. Those law teachers who with practicing lawyers remember that controversies are settled in court-houses and therefore law is made by judicial decisions, will like Mr. Gardner's book. All will agree that the use of this particular book in an average first-year class means a lot of very hard work for student and teacher. Perhaps that is the chief merit of the book. Forty-two years ago Woodrow Wilson said to a group of students at Princeton: "The Harvard Law School is the best in the country—not because of the case system, but because it has the hardest-working faculty and the hardest-working student body."

TYRRELL WILLIAMS.†

1. Page v.

2. Page 991. The case referred to is Allegheny College v. The Nat'l Chautauqua County Bank (1927) 246 N. Y. 369.

3. Page vi.

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