

of the staff of the criminological division should consist of psychologists and sociologists who among themselves combine the knowledge, experience and techniques possessed by a logician, a mathematician, a statistician, a theoretical and an experimental physicist. They then say that in the absence of a group of psychologists and sociologists which possesses such knowledge and training, they feel that the staff should be composed of the logician, et cetera. They are making an educational judgment with which this reviewer happens to disagree, but which at least is within the realm of the possible. They are stating simply that it is easier for the logician, mathematician and company to acquire the requisite knowledge in the field of criminology than it is for the criminologist to acquire the logical, mathematical and experimental techniques. One may disagree with that as this reviewer does, but if one is candid he must admit that this disagreement is based on personal prejudice or common sense and not on scientific observation and inference.

The book is a vigorous attempt to state an important and timely point of view. Perhaps nothing more clearly shows its aim and purpose than the closing paragraph of Part III. "This survey of the fields of criminology and criminal justice has unity if viewed with reference to the task of the statesmen. It is he who must have the welfare of the state at heart. He should be the scientist who seeks to know the true good of the community; he should be the artist who attempts to create the means to realize this good. The fields of knowledge which we have surveyed, largely by formulating theoretical questions, . . . represent the knowledge which the statesman must possess in order to shape the law as a means to the common good." This is a challenge not only to the intellect but to the moral will.

DONALD SLESINGER*

Cases on Contracts. 2d edition. By George Purcell Costigan. C. C. H. University Casebook Series. Chicago: Foundation Press, 1932. Pp. 1112. \$6.50.

Cases on Contracts. 2d edition. By Arthur Linton Corbin. American Casebook Series. St. Louis: West Publishing Co., 1932. Pp. 1304. \$6.50.

Second editions of two of the leading Contracts Casebooks have appeared within the last few months, those of Costigan and of Corbin. In each book there has been a reduction in size of several hundred pages. The geographical distribution of cases is substantially the same, drawing principally from British, New York and Massachusetts reports. Corbin has a larger number of cases in the text; Costigan in his footnotes produces more extensive summaries of facts and quotation from opinions in cases cited. Each book preserves the traditional topical classification, though Corbin has followed the "realists" to the extent of subdividing material on Constructive Conditions according to certain types of contracts, such as installment sales of real and personal property, service, and construction contracts.

Damages as a distinct topic is included in each book, a useful addition in view of the gradual elimination of separate courses in Damages from the curricula. Corbin completes the picture of Remedies by adding material on Specific Performance and Restitution.

The annotations by the editors are the striking features of both books. Each editor makes it clear that the case printed is not the only or last word on the problem in-

* Professor of Law, the University of Chicago Law School.

volved, that on nearly every problem diversity of solution is possible. Costigan cites annotated reports, decisions, and often quotes extensively from opinions, textbooks, and legal periodicals. It seems unfortunate that access to much of his material is not facilitated by parallel references to the National Reporter Series, and in the case of law review articles to Selected Readings on the Law of Contracts. It is also unfortunate that publication preceded the completion and renumbering of sections of the A.L.I. Contracts Restatement.

Corbin's footnotes contain fewer quotations and he has seldom cited textbooks and legal periodicals. He has cited wherever pertinent the Contracts Restatement, in the preparation of which he had a conspicuous part. The unique feature of the book is the inclusion after many cases of several searching questions designed to compel a thorough analysis of the case and comparison with other cases and the rule embodied in the Restatement. It should prove an interesting and valuable experiment in teaching, as well as an advance notice to the student of what is to be expected in class other than demonstrating that he has read the case by reciting an abstract. It may result in first year students discovering sooner than many of them do the desirable method of preparation for the class room, and what aid can be derived from the class room program.

The result of a course depends on the ability, method, and application of instructor and students, as well as the case book or other material used. The use of Costigan's book should facilitate the instructor's efforts to impress on the students the fact of diversity of opinion and acquaint them with the available printed evidences thereof. One using Corbin's book should be impressed with the desirability of independent reflection as well as reading, and should also be familiarized with the consensus of professorial conclusions contained in the Restatement, which may become an important source of authority. Whether he adopts one or neither of these books, the instructor in Contracts can derive from each of them considerable aid in preparation for his teaching.

JUDSON A. CRANE*

* Professor of Law, University of Pittsburgh Law School.