kind of personal law carried about by a migratory native.

Perhaps this is enough to indicate that the problems raised in this book are nice ones. They are treated in terms of both principles and cases. *Studies in African Native Law* is by no means an exhaustive treatise, but within its scope it admirably interweaves the historical, analytical and functional approaches to legal problems.

E. ADAMSON HOEBEL*

Marriage Is on Trial. By Judge John A. Sbarbaro. New York: The Macmillan Co., 1947. Pp. xiv, 128. $2.00.

Interesting proposals for new marriage and divorce laws are included in Judge Sbarbaro's search for ways to make marriages last. This excellent treatment of the causes of divorce is addressed first of all to the individual who needs better understanding of the marriage relationship. It is of equal interest to the welfare worker and the legislator who are seeking practical ways of checking a dangerously mounting divorce rate.

A recommendation for legislation which would minimize hasty, thoughtless marriages follows naturally the author's demonstration by national statistics and by his own court experience that such marriages have a high failure rate. There is a strong presumption as well as favorable experience to support the idea that legislation requiring a "cooling-off" period would do some good and little harm.

Legislation to require marriage intelligence tests represents a more sweeping suggestion but the author makes a convincing argument on its behalf. "All applicants for marriage license," says Judge Sbarbaro, "should be required to present a certificate showing that they have completed a course of premarital training and counsel, given under the auspices of the state. The course should be completed not more than sixty days in advance of the issuance of the license; an important point, since it would indicate an actual plan to marry which had been carried out over a reasonable length of time."

To those who would consider this a radical suggestion or perhaps an abrogation of individual rights, the author points to the widespread requirement of a health certificate for marriage, arguing that health of the mind is just as important as health of the body in promoting successful marriages. If precedent were needed, he might also have pointed to the present requirement in some states of attendance at instruction classes of those who seek a license to drive an automobile. Welfare workers would probably agree that pre-marital counselling would be an example of preventive social work at its best and that to require it by law would tend to slow down the divorce rate.

Special attention is also given by the author to the legal and social problems involved in the present hodge-podge of state divorce laws wherein wide variations in the legal grounds for divorce produce a variety of obstacles and inequities for those who find it truly necessary to get a divorce. "The only obvious solution," says the author, "to the present muddle is a standardized federal divorce law which clearly and realistically sets forth grounds in keeping with contemporary thought and behavior."

Laws alone will not create successful marriages nor eliminate divorce, and this is not implied in *Marriage Is on Trial.* The basic responsibility of church and school in educating for marriages that last is clearly and forcefully established. But the state, which

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has much at stake in the marriage contract, can do much by intelligent revision of its marriage and divorce laws.

Should the reader of this attractive treatise regard the legislative proposals as unnecessarily drastic, he should turn back to the introductory statement wherein it is stated: "At present, one out of five marriages in the nation is ending in divorce. If this present trend continues, by 1965 one out of two marriages contracted in the United States will be doomed to failure." Maybe the author is right.

HOWARD L. RUSSELL*

Basic Contract Law. By Lon L. Fuller. St. Paul: West Publishing Co., 1947. Pp. xxiv, 994. $7.50.

This book, which is more than a case book, is traditional in an original and constructive way. The organization of materials and the framework of thought are familiar. Mutual Assent, Consideration and Seal, Third Party Beneficiaries, Assignment, Change in Circumstances, Conditions, the Statute of Frauds—they are the familiar headings in the familiar sequence. Nevertheless there is a critical and inquiring element in the book which represents Mr. Fuller's own contribution, influenced as it may have been by proximity to such stimulating though different scholars as Mr. Williston and Mr. Gardner.

Along with the familiar outline of organization, there are two departures from precedent in the architecture of the book itself. Before starting the familiar sequence, Mr. Fuller has a chapter primarily concerned with damages, as an indication of "the general scope of the legal protection accorded contracts." This is a subject to which the author has already made a notable contribution.[1] Doubtless because it is the first chapter, and for first-year students, the chapter in the book omits some of the interesting applications of his ideas which Mr. Fuller suggests in his article. The materials and distinctions are provided, however, and there is no doubt that they will appear in class discussion of later topics, such as mistake, consideration, impossibility, and conditions.

The second innovation is practically at the end of the book. Using "conditions" in the most general sense, Mr. Fuller devotes two separate chapters to them. Chapter 7 focuses attention on problems of draftsmanship, and Chapter 8 focuses attention on problems of counseling and negotiation which may arise when a condition has not been fulfilled or when the other party has defaulted on an obligation. The result seems to be a very effective teaching instrument. A difficult and important subject which has been treated by writers and judges in different ways is dealt with twice. Each time the emphasis and organization are different; and each time a different and stimulating contribution is made to training in lawyers' skills.

Another great virtue of the book is still to be mentioned. A series of introductions, notes, questions, problem cases, and problems of draftsmanship, counselling, and negotiation runs through the entire work. Thus the teaching of skills which receives such an interesting emphasis toward the end of the book appears first on page 4 with a problem of damages; or, if this seems simply a familiar kind of problem, on page 33, with the first problem in drafting. Problems of all sorts appear in considerable numbers all through the volume.

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[1] See Fuller and Perdue, The Reliance Interest in Contract Damages, 46 Yale L. J. 52 and 373 (1936, 1937).