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BOOK REVIEWS

CASES ON THE LEGAL PROFESSION AND ITS ETHICS

Second Edition. By George P. Costigan, Jr., St. Paul,
West Publishing Co., 1933. Pp. XXIV, 768.

Some recent developments have focused public attention upon the legal profession and its behavior and ethics. Chief among these developments is the Federal Government's declaration of war upon crime and criminals together with the plea that the legal profession lend its aid, *inter alia*, by purging itself of undesirable members and insisting upon adherence to proper ethics and practices by all members of the bar. There is, too, the ever-present problem of the "ambulance chaser" and his brothers in various undesirable and unwholesome practices which does much to stultify the bar as a whole in the eyes of the public.

But the legal profession is not to be too readily or hastily condemned. The various bar associations, national, state and local, have for a long period of time by rules, canons, and other propaganda sought to inculcate in the members of the profession the proper etiquette and ethical standards; admission to the bar has been made more difficult with special emphasis placed upon the applicant's moral character; legal education has been placed upon a distinctly higher standard; and the past decade has witnessed an undeniable trend on the part of the profession to rid itself of unworthy and undesirable members.

Very often lawyers have fallen into improper practices through ignorance of proper professional ethics. Because of the multitude of legal subjects which must be covered in the ordinary three-year curriculum, the law schools have failed altogether to give any instruction in legal ethics or at least have given it superficially. Perhaps a reason for this has been the lack of proper teaching material. But Prof. Costigan's book, a second edition of the pioneer compilation of source materials on the history, traditions, etiquette and ethical standards of the legal profession in England and the United States, meets the demands of the teacher. The author has gathered his material from a variety of sources, adjudicated cases, articles, books, rules of court, the American Bar Association's Canons of Professional Ethics, the canons of various state and local bar associations, the questions and answers of the Committee on Professional Ethics of the New York County Lawyers' Association as well as questions and answers by similar committees of other bar associations.

All of these materials are analyzed and arranged so that in different chapters there is found a study of such subjects as the history and organization of the legal profession in England and the United States; the lawyer's qualifications; his admission and discipline; his ethical duties to court, client

and public. The materials are chosen with nice discrimination and arranged in such a manner as to produce clarity and ease of approach. The book is an admirable medium for teaching this important branch of legal knowledge. It is not only useful to student and teacher; the practicing lawyer can peruse and study its pages with no inconsiderable profit.

Fred S. Reese.

CASES ON THE LAW OF CONTRACTS

Second Edition by Arthur L. Corbin, West Publishing Co.,
St. Paul, 1933. Pp. 1304.

The first edition of this book appeared in 1921. Professor Corbin had then been teaching Contracts at the Yale Law School for more than fifteen years. In the matter of the Restatement of the Law of Contracts he has been the "Special Adviser" of Samuel Williston, the reporter.

While the author in his preface to the first edition declared his purpose to be to afford introductory material for answering the question: "What are our American courts going to decide tomorrow", rather than to present the story of the growth of Anglo-American contract law, both editions contain a large percentage of cases taken from the English reports, so that students may have first hand familiarity with such cases as *Williams v. Carwardine*, *Adams v. Lindsell*, and *Raffles v. Wickelhaus*.

This edition is over two hundred pages smaller than the first one but space has been made to include a number of recent cases involving striking variation in legal development. But of the five hundred odd cases selected only ten are from the Pennsylvania reports, of which only two were decided in the last twenty years. No Pennsylvania case is found in the new edition which was not in the first edition.

Since the publication of the Restatement of the Law of Contracts all the case books which have appeared make reference to the section numbers of the Restatement which are based upon or disregard the reported case. This is true of *Costigan's Cases*, 2nd Ed., and *Keener's Cases*, 3rd Ed., as well as of *Corbin's Cases*.

Corbin, however, is the only one of the three to follow the Llewellyn example of appending questions to each reported case. Such questions may save time and direct the attention of the student to points in a case he would otherwise overlook but opinions will differ as to whether it is not better for the student to realize after a little class room experience that he has not mastered a case until he can answer all the unexpected questions which are suggested by it. Of course the author's questions are not intended to be exhaustive but merely to serve to give some direction to the student's analysis

and comparison of the reported cases, and no doubt the average student needs just this at the time he is studying his cases. Some, and perhaps many, of the questions admittedly have no answer and this fact may embarrass some teachers as well as their students.

The arrangement of subjects does not follow that of the Restatement. The operation of contracts, third party beneficiaries, joint contracts, etc., are postponed to such subjects as discharge of duties and remedies for breach. The Statute of Frauds is relegated to pages 1196 to 1251, following "Illegal Bargains".

Since the recent publication of "Selected Readings on the Law of Contracts", compiled by a committee of the Association of American Law Schools, it would seem that the articles reprinted therein should be cited in the footnotes in the new case books by reference to this very valuable publication, since the legal periodicals in which they originally appeared are not always available to students. Numerous articles by Professor Corbin are found therein and references thereto or quotations from them would have added to the convenient use of both books. The second edition of Costigan's Cases quotes frequently from this wealth of material, while the last edition of Keener's Cases cites articles found in "Selected Readings" by reference thereto. However, the student whose reading does not go beyond the matter contained in the cases and notes in Corbin's Cases will have had an introduction to contract law, which should satisfy both him and his examiners.

J. P. McKeehan.