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Elements of a Contract, by Victor Morawetz

Paul L. Sayre

Indianapolis Bar Association

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Elements of A Contract, An Essay on The, And A Statement of Principles Covering Its Formation, by Victor Morawetz. Columbia University Press. New York. 1926. pp. xii, 167. Price, \$2.00.

This is an excellent monograph dealing with the formation of contracts. It is divided into six chapters as follows: (1) Fundamental Conceptions, (2) The Formation of Contracts, (3) Specifications of Terms of a Promise or an Offer or an Agreement, (4) Intent and Understanding and Expression of the Intent as Elements of a Contract, (5) Effects of Erroneous Belief or Ignorance of Facts or of Impossibility or Illegality of Performance, and (6) Consideration for a Promise. The more fundamental division of the book is into 110 different sections which deal with the more clearly defined legal concepts. The following titles among these sections are representative: Duration of an Offer, Who can Accept an Offer, Ignorance of Facts Affecting Basis of Contracts. The first ten sections which comprise chapter one have a different significance from the rest of the book inasmuch as they cover in parallel form the same ground as the tentative restatement of the law of contracts which has been drafted by Professor Williston and his advisors on behalf of the American Law Institute. In handling these first ten sections the author refers to the passage in the Restatement of the Law as submitted by the American Law Institute and then indicates his preference in stating the same principle, giving his reason for preferring his version over that of the American Law Institute. In connection with this difference, perhaps it may be said in general that Mr. Morawetz prefers to state the law of contracts in the language of procedure rather than in the language of substantive rights and he prefers to retain the principle of consideration as now generally enunciated by the courts. He considers quite carefully the cases which the American Law Institute gives as involving legally enforceable contracts where no consideration was required and he concludes from the facts of these cases either that they involved valuable consideration or that the courts upheld the contracts in the belief that they involved consideration.

The balance of this admirable essay deals with brief and clear state-

ments of the law on the different phases of the formation of contracts. The author announces that he has tried to make his statements in non-technical terms and in as clear language as possible. The reviewer feels that he has succeeded remarkably well. The author does not claim that his statements are as full as those contained in a treatise on contracts and he does not undertake to cite authorities in support of his statements of law. Surely the practitioner will here find a brief and clear statement of many difficult points; the student will find the book stimulating in legal analysis; and the American Law Institute no doubt will be glad to have this point of view and this analysis in convenient form for reference. The book will be valued not only by those who agree with the author, but also by those who, like the reviewer, are in hearty accord with the efforts of the American Law Institute in attempting to state the Law of Contracts in terms of the substantive law and who fear that the suggestions of the author would lead to a jurisprudence of conceptions.

PAUL L. SAYRE.

Indiana University School of Law.