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BOOK REVIEWS

Indiana Annotations to Restatement of Law of Contracts. By Hugh E. Willis.
(American Law Institute Publishers, 1934, pp. 232.)

Admirable as it is, the work of the American Law Institute in the various sections of the Restatement would be of comparatively little value to the profession and, especially to the Bench and Bar, if it were not supplemented by complete and accurate annotations of the appellate decisions of the respective states. The committee of the Indiana State Bar Association in charge of the Annotations to the Restatement of the Law of Contracts was fortunate in securing the consent of Professor Hugh E. Willis of the Indiana University Law School to take the responsibility for the preparation of the Indiana Annotations. Professor Willis in his preface acknowledges able assistance from several, who were students of the Law School, namely: Charles F. Brewer, J. Bertram Ewer, Harold N. Fields, William Henry Husselman, Alvin Charles Johnson, Samuel Kauffman, Paul Warren Marrs, Leon Harry Wallace and Phillip C. Richman. In the opinion of the reviewer, each member of the profession, teacher, student and practitioner, who aided in this work, is to be congratulated for having made a substantial contribution to the working tools of the profession.

Every reported Indiana case was examined for judicial decision and declaration on the law of contracts, and yet the result of this exhaustive

²¹ Duesenberg v. Duesenberg, Inc. (1934), 190 N. E. 894 (Ind. App.).

²² Citizens' Trust & Savings Bank v. Fletcher American Co. (1934), 190 N. E. 868 (Ind. App.).

²³ (1917), 66 Ind. App. 321, 118 N. E. 387.

research is stated full enough to be easily and quickly grasped but with such terseness as to be contained in two hundred and thirty-three (233) pages of readable type, following faithfully, of course, the classification and arrangement of the Restatement.

This work not only shows wherein the Indiana Law is in accord or contra to the Restatement and whether because of legislative pronouncement or judicial decision, but where the Restatement is silent on some point, the Indiana Annotator states whether or not the Indiana Law is in accord with the Common Law. Likewise, where our own courts or legislature have not passed directly on some point covered by the Restatement, Professor Willis has left little room for doubt as to what our law should be by stating logically why the Restatement should be accepted, thereby making more probable its general acceptance and aiding materially the cause of clarification and avoidance of confusion. Similarly, although the Restatement has no sections on the subjects of Pleading and Proof, the Indiana cases on this subject are fully and adequately annotated and classified.

Professor Willis has not hesitated to point out inconsistencies in our Indiana cases, as well as unfortunate mistakes in nomenclature, which should be of great assistance to the judiciary in correcting and preventing such in the future. Typical instances for such causes of confusion are pointed out in Sections "201" and "202" relatives to definitions of "Acceptance" and "Actual Receipt" in cases involving sale of goods classification within the Statute of Frauds, which most of the practitioners have had brought forcibly to their attention more than a few times in their careers.

The work will prove of great value dealing with Indiana cases of actual or apparent contrary holdings, since not only does one have the weight of the Institute's finding as to the proper holding, but the Annotator's analysis of the Indiana cases themselves. In this connection, the reviewer is pleased to note the extent to which the Indiana cases are in accord with the Restatement and in several instances contrary conclusions are avoided by Professor Willis' analyses and explanations of the Indiana cases apparently contra.

There are several appropriate and concise discussions of the historical development of legal concepts and theories with citations of not only Indiana cases, but others, and these are especially valuable to the active practitioners and judges, whose opportunity for memory refreshing in this connection are so often hard to gain from the usual available works. This feature leads the reviewer to believe the more strongly that the result of the use of the Restatement with Indiana Annotations ought to be that not only will the user have better knowledge of the Law of Contracts from the standpoint of having case authority ready for citation but that he will also have a better and more thorough understanding of the subject wherewith to reason from authorities to instant facts. It affords a quick and comprehensive review of the subject at hand as well as authentic citation of case authority.

The Indiana Bar is greatly indebted to Professor Willis, and those who assisted him, for this contribution to the authoritative literature of the profession, general use of which will promote greater clarity of legal expression and rationalization of decision.

Indiana Annotations, although published by the American Law Institute Publishers' Association composed of the Institute, the West Publishing Company and the Lawyers' Cooperative Publishing Company, are available through any of the regular Law Book Dealers in one volume arrangement with like binding as the Restatement and also as separate pocket supplements to each of the volumes of the Restatement.

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