

**MILNER'S CASES AND MATERIALS  
ON CONTRACTS, 3rd ed.**

Edited by S.M. Waddams, University of Toronto Press, 1977,  
xlvii and 869pp., \$45.00  
(Student edition available).

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It has now become the fashion in Canadian law schools to teach from in-house casebooks prepared by their professors. This practice has had the unfortunate result of leading many students to believe that the law can be reduced to a relatively small number of cases and that any other cases are either redundant or esoteric.

Nothing of course could be further from the truth, for a broad knowledge of reported cases is vital in securing an in-depth knowledge of the law of contracts. Often students are too easily satisfied with narrow *rationes decidendi* which form but the thin veneer of the law. An in-depth casebook with commentary, therefore, can be an invaluable aid not only for the student but for the law teacher as well.

With this in mind it is regrettable that the defects which marked the first edition of *Cases and Materials on Contracts*, edited by J. B. Milner some 15 years ago, still remain.

For instance, the area of law generally known as "Mistake" is given remarkably short shrift considering its complexity. The subject of "Implied Terms" is overlooked altogether. Case selection is also a problem with many Canadian cases included which not only add nothing new to traditional contract law but whose facts are mundane and whose judicial opinions attain a remarkable degree of convolution.

Fault can be found as well with the ordering of cases within chapters which often rather than taking the reader through a logical progression seem to place more involved concepts before simpler ones. Many subjects would have benefitted from the use of brief explanatory notes, more frequent references to articles, and greater use of sub-headings.

The order of topics would have been more effective, if the subject of "Promissory Estoppel" had followed the broad area of "Consideration," rather than "Intention." It is felt that logically the subject of "Intention" should be the introductory topic of any text or casebook dealing in Contract Law.

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These defects notwithstanding, there is much that is well done. The treatment given such topics as "The Statute of Frauds," "The Parol Evidence Rules," "Contracts Negotiated by Correspondence," is admirably done. As well, selections from the Civil Code and the Uniform Commercial Code, introduce the reader to other approaches which depart from the Common Law. Different provincial approaches are exemplified as well, along with Statutes which impinge on the Law of Contracts in an important way.

It is hoped the editor of a subsequent edition will consider these criticisms so a casebook can be fashioned of say, the calibre of the series produced by J. C. Smith and J. A. C. Thomas.<sup>1</sup>

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1. *A Casebook on Contract* (6th ed. 1977).