

January 1941

Montana Annotations to the Restatement of the Law of Contracts

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Recommended Citation

Ira F. Beeler, *Montana Annotations to the Restatement of the Law of Contracts*, 2 Mont. L. Rev. (1941).
Available at: <https://scholarship.law.umt.edu/mlr/vol2/iss1/14>

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Montana Law Review

Published Each Spring by the Law School Association
of Montana State University

SPRING, 1941

ONE DOLLAR PER COPY

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Note and Comment

MONTANA ANNOTATIONS TO THE RESTATEMENT OF THE LAW OF CONTRACTS

Prepared by the Faculty of the School of Law of Montana State University¹ under the supervision of Dean C. W. Leaphart, and under the auspices of the Montana Bar Association. Published in 1940 by the American Law Institute Publishers, St. Paul, Minnesota, in a single volume, 324 pp., at the price of \$4.00 for the bound volume, and \$3.00 for the pocket supplement.

The American Law Institute is preparing orderly restatements of the common law, having started this project in 1923. Where more than one view of the law prevails in a given situation, the Institute chooses a single rule or view which, after

¹ Dean C. W. Leaphart, Professor David R. Mason, Professor J. H. Toelle, Instructor Russell E. Smith, A. N. Whitlock, and A. K. Smith. (Work by these latter two was done while they were professor and associate professor respectively in the Law School.)

careful consideration, seems best. No attempt to state majority or minority rules or to give case citations is made. The *Restatements* of the various fields of the law are being frequently cited by the courts in recent years and are treated as persuasive authority not only because of the prominence of the reporters and their advisors engaged in the work, but also because the *Restatements* have been, prior to publication, passed upon and approved by deans of various law schools of the country, by the judges of the supreme courts of the various states, and also by many federal judges and leading practitioners in their capacity as members of the Institute. One of the first projects undertaken was the *Restatement of Contracts*. Professor Samuel Williston of Harvard Law School was chosen reporter. This *Restatement* was completed and published in 1932.

Publication of the *Montana Annotations to the Restatement of Contracts* was delayed for 3 years due to the absence in Washington, D. C., of Dean C. W. Leaphart. The work appears in a small compact volume and includes a study of Montana statutes and cases down to the close of Vol. 99 of the Montana Reports and 45 Pacific Reporter, Second Series. The order of the *Restatement of Contracts* is followed, each chapter, topic, and section being numbered and titled as in the *Restatement of Contracts*, and each subsection broken down in a similar fashion. Although beneath a number of the sections there appears the statement "no case found," under the vast majority of the sections there is a comment, prefixed by the word "accord" or "contra" to the rule of the *Restatement*. A concise summary of the facts in the cases cited is usually given, and full case citations, including the annotated case series citations, are used. In some cases quite an extensive summary is made. References are frequently made to relevant statutory material, and to the Montana Constitution.

The *Restatement of Contracts* is indispensable in using the *Montana Annotations*, since the latter contains no index and does not indicate the *Restatement* rules. When used in connection with the *Restatement of Contracts*, however, it will serve as an aid in determining Montana contract law.

—Ira F. Beeler.