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BOOK REVIEW

OIL AND GAS LEASES. By Earl A. Brown. New York: Mathew Bender & Company, 1959. Pp. 681. (\$25.00)

It is signally appropriate that the publication of Earl A. Brown's "Oil and Gas Leases" should coincide with the 100th anniversary of the petroleum industry. From the crudely constructed rig at Titusville, Pennsylvania, in 1859, grew a monstrous and vital industry, fighting competing industries in the beginning, later the sanctions of a wary government and serving as the stamina for a likewise monstrous automobile industry until today, through petrochemical and by-product subsidiaries it fairly pervades our entire modern civilization.

Like any infant industry it had its growing pains: it had its impact on the law and in turn was nurtured or restrained by the law. The techniques and art of producing oil and gas were matters of natural phenomenon for the scientists to discover and utilize. The relationships created by these sometimes global efforts and the resulting rights, duties, liabilities and responsibilities were matters of social law—law of the government, of contracts, and of judges. The Sherman Act, State production controls, statutory sanctions—all of these had a great impact upon the petroleum industry but if it can be likened to a huge industrial vehicle, surely the very wheels upon which it has rumbled down through the last century are the oil and gas leases. They are at once the adhesive which holds the industry together with its external elements such as producers, landowners, governmental bodies and also the catalyst which separates from a stenchy, slimy liquid from the depths of the earth, profit, heated homes, national wealth, mobility to a mobile civilization and a multitude of other useful products.

The development of the lease and the law surrounding it has been commensurate with the industry's growth. Undoubtedly, many attorneys have lamented the fact that aside from Hornbook treatment of the general field of mineral law and widely scattered pieces of lease law in law reviews, legal writing specifically treating lease law has been woefully lacking. Until now there has not been a definitive work on lease law containing the practical as well as the theoretical and embodying extensive forms.

"Find a need and fill it . . ."

Mr. Brown has filled this need admirably well. He has taken the lease, severed it into its component parts and devoted whole, thorough and pleasingly written chapters to every major clause. One of the many features that sets the work apart from the majority of technical publications

is the inclusion of highly important extraneous factors such as, in this case, Chapter XV, "Conservation Laws." Conservation laws become a part of the lease although not expressed and it appears to the reviewer that too often, textwriters narrow their work unduly by not devoting space to those technically extraneous matters which have such a fundamental bearing on the subject. Happily, Mr. Brown has avoided this criticism.

Chapter XVI (Implied Covenants of Development) merits particular emphasis for its negative aspect as well as its positive one. As the name suggests, the implied covenant comes from without the lease — those rights and liabilities imposed by judge made law in the process of *stare decisis*. Possibly no other part of mineral lease law has spawned as much bitter litigation among parties and acid disputes between authorities as these covenants implied. In deed, the critical references in Chapter XVI to other writings on point have only added fuel to the fire of a running battle of differences on the matter of implied covenants. (See last year's Texas Law Review articles by Prof. Meyer.) On the other hand, Mr. Brown's 13-state coverage of the remedies for breach of implied covenant, his obviously sincere intent to show both sides of the dispute and his general thoroughness makes it an outstanding section of his work.

The appendix deserves special mention. Here there are forms for almost every conceivable phase of oil and gas operations in almost any American jurisdiction; from a multitude of various leases to geophysical permits and service contracts. It seems inconceivable that one could wish for a form not contained in it — division orders, royalty agreements, escrow agreements, farm-out agreements, bottom hole leases, mineral deeds, rights-of-way — they are all there, characteristic of Mr. Brown's thoroughness.

Added to these features of the book, Mr. Brown has written a thoroughly enjoyable introduction around the terms and existence of the first lease in the Southwest dated in 1866, and at the end, a unique and useful index. The latter is line-headed by both cases and topics, the former sub-lined with the point of the case.

In a given field, a book such as this should be both so understandable and so thorough as to be useful and reliable to the general practitioner and specialist alike. I am happy to say that Mr. Brown's "Oil and Gas Leases" meets that criterion. It is masterfully written and a reflection of his many years in the field. Its acceptance in a dynamic field of law is doubtless assured.

Holden E. Sanders

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