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## Book Review

John A. Dailey

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## BOOK REVIEW

ANNOTATED FORMS OF AGREEMENT—Saul Gordon,  
Prentice-Hall Co., 1925

An intelligent, sensible use of modern English, clear and concise forms and annotations showing the cases by which the agreements were actually tested, are marked characteristics of this book. It is therefore, a form book a bit out of the ordinary, and one that deserves more than passing attention. Although its primary use is in the office of the practicing lawyer, any student can find in it a great deal of valuable and helpful material. It contains forms of practically every agreement which is used in modern commerce.

While most practicing lawyers already possess, and every student plans on buying, a book containing contract forms in harmony with the courts of his state, the addition of this book to one's library would not be amiss. Mr. Gordon has compiled agreements prepared and used by some of the best attorneys in the country, and approved by higher courts. All have been tested by the fire of litigation. Not a single agreement is given without the citation of cases in which the form was used or in which the court enunciated principles upon which it was drawn. The lawyer who uses this book therefore can be reasonably sure that he is correct. Should a dispute arise later, he can back up his instrument with some of the strongest authorities in the country. Surely, this is a worthwhile insurance against error.

The absence of the archaic forms of expression is another of Mr. Gordon's innovations, which we believe deserves commendation. Just why all agreements should contain a "whereas" or a "thereupon" at every available open space has long remained a mystery. Still the slavish use of old forms of expression is characteristic of the law. In this book, however, Mr. Gordon, has given us agreements written in a strong, forceful, modern diction that any client, or any court can understand. Words are used not merely for their own sake, but always to convey a

thought. As a result ambiguous clauses and superfluous expressions have been to a great extent eliminated.

For the lawyer, then, who would win a reputation for protecting his clients from the moment they first assume contractual obligations, we believe that this book would prove a good investment. The student, also, will find that the study of Mr. Gordon's work will give him a better knowledge of the actual practice of law.

J. A. D.

THE LAW OF LEASES.—Clarence M. Lewis.  
Baker, Voorhis and Company.

If any criticism might be directed at this book, it would be that the author has given an almost too exhaustive treatment to his subject. The necessity of an entire book to forms only of leases is rather doubtful. However, the growing practice in our cities of utilizing the method of long-term leases instead of the direct purchase of property does give this work a great deal of justification. Just how desirable it is to the individual lawyer, is dependent upon the amount of his real estate practice.

Mr. Lewis' work has two distinguishing features: references to pertinent cases, and a rather flattering recognition of the work done by the Law Reviews. Under his approved clauses and provisions he gives a brief statement of the facts and the holdings in important ruling cases. Unfortunately for the lawyers of most states, however, Mr. Lewis is a New York lawyer and the large percentage of these cases are from that state. We feel that a little more attention to the other sections of the country would have improved the worth of the book. Mr. Lewis has also recognized the work accomplished by legal periodicals by reprinting a number of notes originally published in the *Harvard Law Review*. Here again, it is regrettable that Mr. Lewis did not widen the scope of his volume, by the use of material printed in some of our other contemporaries.

In general, Mr. Lewis has given to the legal fraternity a work that seems to have been done in an earnest and thorough manner. We believe that a lawyer practicing in New York State, or even in another state, and enjoying a large real estate practice, would find "The Law of Leases" a valuable addition to his library.

—J. A. D.