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Books of Legal and Business Forms: Encyclopedia of General Business and Legal Forms, by Clarence F. Birdseye; Manual of Substantive Law Forms, by Clarence F. Birdseye

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REVIEWS

BOOKS OF LEGAL AND BUSINESS FORMS*

The first of these works is well named, an "Encyclopaedia," for this ponderous volume includes numerous forms of practically every kind of business and substantial legal documents. Mr. Birdseye's extensive experience in the collection of business and legal precedents guarantees that these forms are well selected and carefully drafted. There are also helpful explanatory notes by the author at the beginning of each chapter.

The book is rather too long and complicated to serve as a basis of connected study, but as a form book it leaves little to be desired. The law and business offices which will find every part of the book of value, will, no doubt, be few and far between; but even fewer will be the questions of draftsmanship which cannot be solved, or at least the solution greatly assisted, by the consultation of this Encyclopaedia, which is made the more effective for this purpose by an extensive and careful index. There is perhaps some tendency to lay undue stress upon forms suitable for use in the state of New York, but this is not a serious blemish since there is generally a careful explanation of any changes which are necessary for use in other states. The only possible objection which a person outside the state of New York could reasonably make would be that in order to use the book he is sometimes compelled to go through a large amount of material applicable only in that state; but, as already said, it is usually possible to work out from the voluminous data given, the necessary changes to fit the forms for use in any other state.

Despite the hope experienced by the author in the preface that the book might serve as a basis for a study of substantive law forms, it is hardly suitable for this purpose because, as already said, it is too long and complicated. But in its true field, that of form books covering business and substantive law forms, its reigns supreme. The average law office particularly in the larger cities where the greater part of the work consists in the drawing of contracts, conveyances, mortgages and other legal documents rather than in litigation, will find such a book well nigh indispensable, and the present one, the best that can be obtained. Very few lawyers in active practice can afford not to own or at least not to have access to this splendid work; and the same may be said as to many business men of large affairs.

**Encyclopaedia of General Business and Legal Forms.* By Clarence F. Birdseye. New York, Baker, Voorhis & Company. 1924. pp. x, 2365. \$15.00.

Manual of Substantive Law Forms. By Clarence F. Birdseye. New York, Baker, Voorhis & Company. 1924 pp. viii, 940. Price \$8.50.

The other work, the so-called "Manual of Substantive Law Forms," was prepared upon the foundation laid by the Encyclopaedia and is in fact little more than an abridgment of the larger work. There is some rearrangement of the topics and a few topics which are contained in the Encyclopaedia are left out entirely in this work, the most important of these being the chapter on labor agreements. However, the Manual is itself large and detailed enough to serve as a fairly adequate form book for persons not desiring to procure the larger and more expensive Encyclopaedia.

But this was not the purpose in view in the preparation of the Manual. The author early recognized that the Encyclopaedia would not serve, as he had apparently hoped, as the basis for a consecutive study of substantive law forms by law students and the younger members of the bar. The abridged Manual was therefore prepared with the expectation that it would serve this very much more exacting purpose.

One change, which, however, has a tendency to expansion, will undoubtedly improve the chances of the Manual to fulfill this function. This is the much more elaborate notes at the beginning of each chapter. The purpose of these is to explain in as simple language as possible the actual legal and business scope of the forms set forth in the chapter, and all this without assuming any prior knowledge of the subject on the part of the reader. It is obvious that this is pretty difficult, but on the whole the attempt seems to have been accomplished to a very considerable degree. The author's tendency to lay undue stress upon the situation in his own state, New York, has led him into some difficulty here, especially in the note with respect to corporations, which is made unnecessarily complicated, by an attempt to set forth the extremely diverse set of laws governing corporations in that state; although, curiously enough, the corporation forms actually used are for the most part from Delaware. The explanatory note with respect to protests is not very satisfactory because it fails utterly to explain in what cases protests are necessary. There is also an error in the explanation with respect to promissory notes, the author stating (p. 627):

"A note payable to one or the other of two persons designated in the alternative has not the qualities of a promissory note."

The author has evidently overlooked section 8-5 of the Negotiable Instruments Law.

But these and perhaps other slight inaccuracies which might be cited, are comparatively unimportant and, as already said, the explanatory notes seem on the whole as adequate and as satisfactory as could be expected. But the book is not intended primarily as a general text-book of the law but rather as a collection of forms for the use of law students. It is in the light of this latter purpose that its adequacy must be determined.

Of course, there are very obvious advantages to any law student in having a book of such forms, so that he may actually

see what the various documents about which he studies, look like. For example, the student who is struggling with the intricacies of bills of lading and allied documents in the law of sales; with the various kinds of negotiable instruments, protests, etc.; with that part of the law of corporations relating to organization papers, by-laws, minutes, corporate bonds and mortgages and reorganization agreements, and many other similar documents, and with the laws relating to conveyances, including acknowledgments and wills, cannot but be greatly assisted by the opportunity, which is seldom afforded by the case books used in class, of seeing these documents. Not only will this help the student in his class work but it will simplify the difficulties of the transition from law school to practice. A law clerk may know all the law any one can be expected to about bills of lading but if he has never actually seen such a document he is going to have difficulty when a practical question on that subject is presented to him. A book of such forms would therefore have a very valuable place in law school instruction and the Manual is quite adequate for this purpose, although perhaps unduly long and detailed. As, however, like its ancestral Encyclopaedia, it has a very adequate index, it should prove worth while to many law students for this purpose alone. But its intended scope is much broader and exacting even than this, since it is avowedly intended by the author as a text-book in legal draftsmanship.

No one can doubt that this purpose is commendable, though whether this subject can be added to our already overburdened law school schedules is more than doubtful. The author in his preface scoffs at this objection as purely "administrative and not pedagogical," but he must know that purely administrative difficulties are often as fatal in educational as they are in political and business circles.

However this may be, it can well be argued that the student himself would find time and might, especially if he had some inkling of the practical side of the legal profession through work in offices during vacations or otherwise, have the inclination, to study for himself a good text-book on substantive law forms; and no one could possibly doubt that such a study, if not disturbing to class work, would be very valuable. But whether the present Manual will form a satisfactory basis for such study seems distinctly doubtful. The author has, to be sure, considerably abridged the Encyclopaedia, but it is to be feared that he has not been sufficiently ruthless in this work. A book of more than 900 pages of which approximately 750 are actual forms which he is expected to *study*, would tax the courage of the bravest student who ever trod the entrance of a law school—and it may be added would somewhat terrify some of the members of the faculty. In short, as a result of an endeavor, in itself praiseworthy, to cover the subject in all its various aspects, the author has produced a book which is entirely too long and complicated for the practical use of students. In other words, we have here an abridged but adequate and well-indexed

form book which should be useful as such to students and to active practitioners, but, regarded as a text-book, it is one which is beyond the time and strength of any but supermen; and it is further to be feared that even supermen having the time and strength will not have the courage.

For example, there is included the contract providing for the appointment of Judge Landis as baseball "czar." This contract may be a model of legal draftsmanship but it is obviously one in which not one lawyer in a thousand would have the slightest interest. If it is possible to work out a form book which will also be a useful text-book—and as to this the reviewer expresses no opinion, as his own view is not clearly formulated—it will certainly have to confine itself to a very few carefully selected forms which are in quite general use, and will have to be very much shortened; certainly not more than one-half as long as the present book.

But it would be unfair to leave the impression that the student, if such there be, who will conscientiously study the Manual will be unrewarded. He is apt to have difficulty in digesting the feast of legal draftsmanship which is set before him (not because of lack of quality but because of excess of quantity) but he will find both moral exhortations and pleasant entertainment. There are few law students who would not be benefited by reading and taking to heart the apprentice contract on page 105, particularly the following:

"At cards, dice, or any other unlawful game, he shall not play, * * *. He shall not absent himself by day or by night without his said master's leave, or haunt alehouses, taverns or playhouses, but in all things behave himself as a good and faithful apprentice ought to do towards his said master."

If one should substitute the word student for "apprentice" and school for "master" in the above quotation we have a moral exhortation that of itself makes the book worth while the reading of any law student—if he only would take it seriously. But even if the student does, notwithstanding this exhortation, haunt play houses and other places of amusement, he may learn something about these time-wasting occupations from the Manual. He will read (p. 615) that a professional ball player "pledges himself to the American public to conform to high standards of fair play and good sportsmanship." And he will find somewhat similar provisions in contracts relating to moving pictures stars and directors. Then, if he is of a philosophical turn of mind, he will realize that the legal profession is not the only one which falls rather far short in practice of the ideals and even the definite rules which it sets forth for its own guidance.

The practical question remains—shall the law student buy the book? The reviewer is inclined to answer, yes, if he really wants it. It is entirely clear that even if, as the reviewer fears, the Manual will fall short of accomplishing its intended purpose, nevertheless it will surely be of great value to any law student for consultation, if not for connected study, and its value will not cease when he enters practice, since, as already

indicated it is a brief but admirable form book and as such fully adequate for most purposes. It is to be hoped, however, that Mr. Birdseye, who is probably more competent to do this than anyone else, will prepare a briefer book of the same sort, confining the forms strictly to those in more or less general use and omitting documents like the Landis contract, which may be examples of good legal draftsmanship, but are not of any particular practical value either to the student or to the practitioner. Such a book may or may not prove to be an effective text-book on legal draftsmanship but it will at least enable the author and the rest of us to determine whether it is possible in the nature of things to prepare such a book. Certainly it will be worth while to make the test.

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