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Ninety-nine Year Leases and Fortunes Made Thereon, by Charles A. Pryor

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future, a course in Wills will have to take account of these collateral fields of the law more definitely than it has in the past.

Perhaps the most original phase of their work is found in Chapter VIII which deals with "Condition and Mistake." This chapter deals with (1) Express Conditions, (2) Testator's Mistake as to Contents of Will, (3) Implied Condition and Mistake in Inducement, including so-called "Dependent Relative Revocation." In their handling of this chapter they take full advantage of recent law review articles that deal with these subjects and put them on a much stronger footing than they had some thirty years ago. It may be added that throughout the casebook, references to law review articles have been most fully and most fortunately supplied.


The first thing to attract one about this little book is the name. Perhaps the name was unfortunately chosen since the book itself can hardly be called propaganda for the creation of ninety-nine year leases. The title may be somewhat explained by the fact that the author, Mr. Charles F. Pryor, of the Columbus, Ohio, bar, describes himself as a "Ninety-nine year lease broker." This book reflects a point of view which one would expect a broker in such leases to entertain. The temper of the text seems to be one of pointing out to the readers the great advantages of handling real estate on the basis of long term leases rather than sale of the fee. The author sets forth the statutory provisions in Ohio which give such leases about the same effect as the fee simple interest so far as the law of descent and the complete rights of ownership go. The main part of the book is given over to illustrative leases setting forth the several clauses and the different arrangements to be contained in such leases for the different classes of needs for which purchasers and sellers may wish to use them. These provisions seem well drawn and reasonably adapted to accomplish their purpose, although it seems to the reviewer that in most instances they are needlessly formal and verbose.

There is some little historical matter in the book with critical information upon the matter of lease-hold interests. It is not likely that this part of the work will be useful. As to the nature of the makeup, between the pages of reading matter there are blank sheets of paper throughout the entire book. The purpose of these blank sheets is not disclosed in the preface and the reviewer confesses that it is not obvious to him. Undoubtedly transactions in the field of real estate will be increasingly handled on long term leases; this book will be useful to the lawyer or real estate dealer who is not familiar with this tendency and who wishes the Ohio statutes and convenient forms for the making of long term leases.

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