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Legal and Business Forms

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Hazleton v. Webster, 20 App. Div., 177; *Cummings v. Barrett*, 10 Cush., 186). This doctrine is generally accepted and finds support in most states (*Washington Ice Co. v. Shortall*, 101 Ill., 46; *Julian v. Woodsmall*, 81 Ind., 568; *Geer v. Rockwell*, 65 Conn., 316; *Searle v. Gardner*, 13 Atl. Rep., 835; *Eidemiller v. Guthrie*, 42 Neb., 238; *Stevens v. Kelley*, 78 Maine, 445; *Bigelow v. Shaw*, 65 Mich., 341).

A lessee of land under water and upon which ice forms acquires the right to take the ice (*Lorman v. Benson*, 77 Am. Dec., 435), and pending the lease, has a right superior to that of a grantee of the fee (*Balcom v. McQuestion*, 17 Atl., 638). The right to remove ice, by one not the owner of the land, may also be acquired by prescription, as an easement appurtenant to the land (*Hinckel v. Stevens*, 165 N. Y., 171). But the mere privilege to flow another's land does not carry with it the right to enter upon the other's land and take away ice formed on water which had overflowed, to be kept by the mill owner for his own benefit and profit (overruling *Myer v. Whitaker*, 55 How. Pr., 376). To hold otherwise would be to make a right of flowage, intended solely for mill purposes, a source of profit to the mill owner for which the privilege was never granted. Both on principle and authority, the decision herein is sustained.

BOOK REVIEW.

Legal and Business Forms, by Francis B. Tiffany (Vernon Law Book Company, Kansas City, Mo.).

Mr. Tiffany, of course, long has been favorably known to students of law, in and out of the legal profession. He was responsible, as editor thereof, for the second edition of "Clark on Contracts." Aside from this, he has written excellent works on the law of sales and of agency. Indeed, his "Death by Wrongful Act" is, in our opinion, quite the ablest study extant of Lord Campbell's celebrated statute of 1846.

It will be perceived, therefore, that Mr. Tiffany entered upon his latest task unusually well equipped. If this book evidences

his first venture as a compiler of legal forms, its success induces the hope it will not be his last excursion in that useful, if humble, field. But the instant work is not, strictly speaking, a mere book, but, rather, an encyclopedia, of forms. Its pages, aggregating more than a thousand, contain a striking variety of desirable forms.

After the fashion set by encyclopediae, the forms in the book are grouped in chapters, which are arranged in alphabetical order. This presentation, if lacking in novelty, possesses the greater virtue, perhaps, of proved merit. The different chapters contain a brief preliminary note on the law pertaining to their subject-matter. Still, the inclusion of these notes is to be deprecated. Dogmatic in language and rarely citing authorities for their content, their usefulness is necessarily circumscribed.

It is somewhat surprising to note that so careful a student of the law of sales as Mr. Tiffany should set out (p. 1191) the common law doctrine that the consideration of a contract of sale of goods must be a price in money, without, however, calling attention to the provision of the American Uniform Sales Act, §9, sub-section 2, that the price now "may be made payable in any personal property." The chapter on commercial paper (pp. 229 *et seq.*) might have been improved, by insertion of the numbers of the sections of the Uniform Negotiable Instruments Law, whose provisions are adverted to therein (*e. g.*, p. 230, n. 2; p. 231, ns. 3 & 4; p. 237, n. 9). We presume that conveyancers, in preparing deeds to be recorded in New York county, will bear in mind the request of the register of that county (*New York Law Journal*, December 28th, 1915, p. 1135), in considering the use of the forms of deeds in this book (pp. 597, *et seq.*).

All in all, this work bears ample evidence of the exercise of great care and discrimination by Mr. Tiffany, in the elimination of archaic phrasing, in his statutory references, and in the happiness of his selection of forms. In the light of all this care, the title of the work itself, "Legal and Business Forms" is disappointing, as suggesting the existence, apparently, of an invidious distinction—so delightful to the layman—between legal forms and business forms.

We have no doubt that this book always will prove suggestive and useful to the lawyer, whether learned or unlearned. And if it does this, undoubtedly it will thereby worthily fulfill its function.

SAUL GORDON.

To be Reviewed:

Holtzman's Municipal Court Practice.

Roberts on Injuries to Interstate Employees on Railroad.

