Drafting, by STANLEY ROBINSON, LL.B., (Hons), (Butterworths Pty Ltd, Australia, 1973), pp. 1-431. Price $13.00.

The essential prerequisites for a competent draftsman include a good command of the English language, a sound knowledge of the relevant law, a proper understanding of the facts related to the document to be drafted and a considerable experience in the mechanical process of drafting. That is why that skill cannot be acquired through mere formal study. It cannot be denied, however, that the mastering of the art of drafting may be hastened by learning some aspects of it at law school and by reading useful texts on this subject. It seems that the author has taught drafting at law school and has now contributed a well-arranged and useful text on that subject. This is not to imply, however, that the book can be of use only to students. In fact, it is as useful for a solicitor who is prepared to concede that his drafting technique can be improved as it is to a student who applies himself to the study of recording legal rights and liabilities in a document.

The book is separated into two parts. In the first part, the author discusses the essential principles of drafting used by parliamentary draftsmen and seeks to illustrate the application of those principles to the drafting of legal documents other than Acts of Parliament. This discussion includes a look at the steps to be followed in drafting documents, such as the taking of instructions, writing the documents in question, checking the draft, *etc.* This could be of interest to a student who wishes to gain some insight into the more practical considerations of the mechanics of drafting. Part One also contains a helpful analysis of the structure of documents and sentences in a document, the use of the words 'and', 'or', 'shall' and 'may', as well as various techniques for avoiding ambiguities such as paragraphing, the use of definitions, punctuations, *etc.* Although this part of the book is primarily concerned with the correct use and arrangement of words in a document, it does contain critical analyses of various expressions often found in legal documents, as well as suggestions of ways in which the use of some of the undesirable expressions can be avoided. unfortunately, the author does not allow sufficiently for the fact that in many instances, some of the phrases that could be properly criticized in the abstract, have acquired a meaning that has become accepted by the profession and the Courts.

Some passages in the book contain assertions which would not be readily accepted by some practitioners as, for instance, some of the author's suggested substitutes for the word 'said' and his refusal to acknowledge the usefulness of the word 'same' and 'such' in legal documents. Similarly, the author's claim that 'Courts are not concerned with intention unless it is expressed' is not likely to be accepted by all.

Part Two of the book examines in some detail a number of documents with the view to examining the 'inter-relationship of law and language' and the form of various legal documents in the context of different legal relationships. The chapters in this part of the book deal with specific instruments such as mortgages, leases, caveats, contracts for the sale of land, partnership agreements, and although the author does not seek to 're-write' the forms that are generally used and accepted for the purpose of creating such interests, he does examine the relevant provisions that are or ought to be inserted in such documents and makes helpful comments relating to the difficulties involved in ensuring that the relevant clauses protect the interests of the party which is to take the benefit of the relevant clause. In this context, there is a brief, but comprehensive, discussion of the law relating to the legal relationship governed by each document that is examined. For instance, at the beginning of the chapter dealing with covenants, the author warns that '[b]efore drafting a covenant the draftsman must have a proper knowledge of the law . . . affecting covenants'. This advice becomes all the more meaningful when one goes on to read of the stringent requirements of the law relating to the creation of covenants.

The work is more than a mere discussion of the basic elements of drafting in the legal context. It contains many thought-provoking suggestions and alternative ways of overcoming problems. It is not surprising, therefore, that some of the assertions

made by the author tend to be controversial and may not be accepted by all. For example, having regard to the form of contract used today, whether it be a 'Copyright' or an 'Institute' form, one may well disagree with the author's assertion made in the chapter dealing with the sale of land contract that 'in many contracts the agreement to sell is set out in an extremely long clause, incorporating the identification of the parties, the price, the subject matter with its beneficial and subjective rights, and the goods that are included with the sale of the land'. Similarly, one could take issue with the author's suggestion that in a contract for the sale of land, it would be of assistance if two dates of completion would be nominated, the first one being something akin to a warranty, the latter being a condition. Likewise, it would probably be a difficult task to persuade a solicitor acting for a cash buyer of land where the date of completion may be 90 or even 120 days away from the exchange of contracts, that he should not lodge on his client's behalf a caveat prohibiting absolutely all dealings with the subject land.

The book also contains as appendices, writings on the subject of legal drafting which are not readily available. The first is Coode's Treatise on 'Legislative Expression' and the second is an article by AE. J. G. Mackay entitled 'Some General Rules of the Art of Legal Composition'. In all, the virtues of the work justify its being given a place in the library of a solicitor as well as that of a student.

ALEX CHERNOV*

Foundations of Jurisprudence, by JEROME HALL (Bobs-Merrill Co., 1973), 185 pp.

Jerome Hall has a high reputation as a worker in the fields of criminal law and of jurisprudence. In the latter his 'Readings' has been highly praised and widely read. His latest volume includes some material already published as well as new, substantial offerings. It is addressed more to his colleagues than to students; especially the chapters dealing with natural law and with linguistic jurisprudence assume that his readers will be already familiar with these topics. Perhaps the most generally useful pages are related to his discussion of the 'Sanctions and Concepts of Law', in which he looks at the various theories dealing with the importance of sanctions and how far it is desirable to see law as a mode of enforcing rules. His expression often tends to be abstract and allusive; this is due to his considerable erudition plus the urge to cover much ground at a rapid pace.

Professor Hall's major contribution to the endless debate among the Schools of Law is to find some manner whereby in essentials they can be reconciled. He has long argued in favour of what he calls 'integrative jurisprudence', and the last chapter in this book bears that title. Here he tries to reduce the heated debate about analysis and law in action to a single view: 'In integrative jurisprudence legal directives are viewed not only as propositions having a certain structure but also as speech acts'.[1] Further, he combines a static with a dynamic perspective of basic concepts.[2] Again, asking what is the 'effectiveness' of law, he insists that 'in the context of dealing with socio-economic problems, "effectiveness" has normative as well as descriptive connotations, a law is effective if it maximizes values'.[3]

It is because he is so widely read in philosophy and sociology as well as learned in the law that Jerome Hall can claim to be a true jurist. (For example, when writing of the role of compulsion he refers not only to an address of Frederic Harrison delivered in 1878 but also to comments thereon made by Professor Hearn, of this Law School, in 1883.) He knows his Aristotle and Plato as well as Aquinas and Scotus and Ross and Ehrlich and Goodhart; this massive learning prevents him

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