

# Book Notices

## Tiger Jackson and Jeff Newman

*Academic Legal Writing: Law Review Articles, Student Notes, Seminar Papers, and Getting on Law Review.* By Eugene Volokh. 3d ed. N.Y.: Foundation Press, 2007. Pp. 307. \$28.

Every law student is encouraged to try to make law review, but no one has ever explained how to do it as well as Volokh. His tone and style are so natural that you can hear his voice in your mind. Starting from scratch, he explains what a law review is, why the experience is valuable, what the write-on competition entails, how to boost your chance of success on it, and what the staff of a law review does. He demystifies the details of the write-on, making this section alone well worth the price for first-year law students.

But even a student who has no desire to be on law review will find this book enormously helpful for writing a seminar paper. In addition to reviewing important points of writing style (e.g., passive voice, legalese, redundancy), Volokh briefly explains the often-overlooked elements of logic and rhetoric and how their misuse can diminish an argument. Unlike most other writing guides, Volokh's book spends plenty of time showing the reader how to use evidence and why it must be critically examined rather than blindly accepted. Even though only five pages are especially devoted to seminar papers, much of the advice Volokh dispenses about writing for law review applies just as well to writing for a professor, and Volokh explains why. He encourages students to consider submitting papers to competitions and even to other law reviews, whether or not they are on their own schools' law review.

Despite the subtitle, this book isn't just for law students. Novice and experienced law-review writers will also find sound advice for improving their writing and expanding their markets. Volokh systematically guides the reader through the stages of producing publishable legal writing, from choosing your subject to methodically researching it, writing about it, and submitting the piece for publication. This book is a must-have for every law student. We also recommend it for practitioners interested in writing and publishing scholarly papers.

*Clarity for Lawyers.* By Mark Adler. 2d ed. London: Law Society of England and Wales, 2007. Pp. 222. £29.95.

Although Adler's primary audience is British, all English-speaking lawyers will find much to interest them. In the opening chapters, Adler not only explains why legalese is obstructive — even destructive — but also gives ample illustrations of his points. He devotes the rest of the book to advice on how to produce effective legal writing by using plain language, paying attention to punctuation, and considering who a document's readers are, always with clear analyses of traditional legal writing and plain-language equivalents. To expand on select points, Adler also presents advice from other authorities on legal language, such as David Mellinkoff, Robert Eagleson, and Joseph Kimble; the additional advice is always useful. For anyone who's still afraid to write legal documents in plain English, this book is an excellent place to start. As stated in volume 2 of the *Scribes Journal*, in a review of the first edition, "Adler has . . . create[d] a clever, inventive, and practical guide to legal writing."

*Drafting and Analyzing Contracts.* By Scott J. Burnham. 3d ed. Newark, N.J.: LexisNexis, 2003. Pp. 382. \$43.

Every lawyer learned the abstract principles of contract law in the first year of law school. But few formally learn how those principles apply when drafting or analyzing an actual contract. Burnham reviews them in depth and abundantly illustrates them with sample contract provisions and real-world problems. In doing so, he shows how abstract concepts actually work. He analyzes how contracts are structured, addresses why lawyers cling to standard forms, explores the minefields of contractual language, and addresses many more topics — again with plentiful examples.

Burnham devotes a whole chapter to drafting with a word processor without wholeheartedly endorsing it, because the machine's involvement in creating a document should never substitute for human input and review. At the end of each chapter, Burnham provides exercises, but only a select handful have sample answers. Although the teacher's manual includes detailed sample answers, practicing lawyers probably won't have ready access to it. The index is woefully inadequate, but that fault is typical of the publisher.

Despite a few shortcomings, this is an excellent book that anyone who drafts or interprets contracts should keep at hand.

*Drafting Contracts: How and Why Lawyers Do What They Do.* By Tina L. Stark. N.Y.: Aspen Publishers, 2007. Pp. 461. \$48.

This book is a thorough and useful guide to drafting contracts for businesses. We say that because although Stark doesn't intend to minimize other types of contracts, most of the text emphasizes transactions in which at least one party is a commercial entity. It focuses on the needs and concerns of businesses, not individuals.

For the most part, the book's arrangement is logical and methodical. Stark explains the fundamentals of how drafters translate a deal into contract concepts, where they fit into the parts of a contract, and how they are effectively expressed. And she devotes a great deal of attention to clarity and ambiguity. Almost 50 pages are dedicated to these matters, in addition to other drafting considerations such as expressing numbers, formulas, and exceptions. Stark makes her readers aware of many subtle problems that can occur in drafting, such as covenants that appear to be declarations and declarations that appear to be covenants. She often gives alternative examples to show how the same term may be expressed in different ways and what effect, if any, a difference has on a term's meaning.

Some of the advice, though, is questionable. For instance, Stark correctly tells readers to use *shall* only to obligate a party to perform. But she justifies using *shall* rather than *must* or *will* solely on the ground that *will* can be used to express a future act, and would therefore be an ambiguous substitute for *shall*. Stark ignores that *shall* is even more ambiguous, also being capable of expressing a future act and having at least four other judicially recognized meanings as well.

Stark discourages resorting to legalese or blindly adopting traditional forms. Instead, she emphasizes using plain, modern language. Yet she occasionally uses stuffy, chameleon-hued language herself, such as *pursuant to*.

In one interesting chapter, Stark discusses how to add value to a deal. But this chapter assumes that the drafter is already thoroughly versed in the terms of the business deal. Stark does not explain until two chapters later, and then not in great depth, how the drafter acquires that knowledge. It's a curiosity, because most of the chapters build on their predecessors. And logically, one would expect

learning about a transaction and how to add value to the deal to be covered in the same chapter. A cross-reference to the supplementary or related material would have been sufficient here and in other sections.

Each chapter includes challenging exercises that allow the student to practice the principles and tips just covered. And often, the exercises require the student to use materials from previous chapters, which makes the relationships between concepts and applications much clearer. It would have been nice to see an appendix with at least some sample answers for self-review, since professors often can't devote much class time to reviewing the exercises. The publisher's website makes a few selected answers in later chapters available, but "professor materials," which may include sample answers to more exercises in the important early chapters, are available only to teachers with passwords.

Strangely, the last two pages of the book — which are unnumbered and follow other unnumbered, blank pages — are a chart of "A Contract's Building Blocks." The chart is not included in the table of contents or mentioned anywhere else in the book. It summarizes some essential terms with their definitions, business purpose, and remedy, but it appears to be incomplete.

All in all, though, this book is a valuable addition to the literature on drafting contracts.

*The Elements of Contract Drafting: With Questions and Clauses for Consideration.* By George W. Kuney. 2d ed. St. Paul: Thomson West, 2006. Pp. 268. \$36.

A workbook as well as a casebook, this volume gives the reader a broad introduction to various types of transactional documents. It also lays out the fundamentals of using plain language

in contracts (e.g., using active voice and present tense, avoiding doublets and other needless words). It takes the reader through the process by steps from negotiation to preliminary agreements, then on to drafts, closing, and litigation. Kuney does a nice job of presenting the best form and organization of documents. The “questions and clauses for consideration” give the reader a chance to draft terms that fulfill specific needs; some model answers would help, though. Finally, the appendixes give an excellent sample of various types of documents: a promissory note, a sales agreement, a lease, a settlement agreement, and a software license.

*A Form and Style Manual for Lawyers.* By Ian Gallacher. Durham, N.C.: Academic Press, 2005. Pp. 198. \$22.

The best feature of this book is its compact size. As far as its contents go, it doesn't have much fresh advice to offer. It has a lecturing tone, as if speaking to a gallery rather than to an individual reader.

The book has other problems as well. For instance, the author advises the reader to prepare for a writing project by using a chronological checklist of intermediate deadlines. This is sound advice. But then the author goes on to demonstrate how to use the list to develop a schedule by reversing the list and never explaining how or why this may be a helpful technique. We had to review it several times to figure out what the writer's unstated purpose was. At any rate, we found the reverse chronology more confusing than clarifying.

Some of what should be straightforward advice isn't. For instance, the author states, “Some experts will tell you not to use the hyphen in place of the ‘en’ dash. This is correct advice, but more

technical than most lawyers need” (p. 56). Huh? Why is it “technical”? And what is an en-dash? The author never explains how or when an en-dash is to be used, although he does define and explain the em-dash elsewhere.

Quite a bit of the advice is familiar, such as the nonlinear outline and the comments on avoiding footnotes. Some readers may find this book useful for general formatting issues and common formatting elements in document design, but too much of the rest is lightweight, incomplete, or even inaccurate.

*Law School Exams: Preparing and Writing to Win.* By Charles R. Calleros. N.Y.: Aspen Publishers, 2007. Pp. 160. \$26.95.

Aimed at entering law students, this book lays out what will be expected on the only day that counts in most courses: the day of the final exam. Although some of the information is obvious, the reader will find some pearls as well, especially in the breakdown of a typical fact-based essay question. Numerous sample questions and model answers illustrate the author’s points, and three appendixes give sample answers to somewhat more intricate questions that the reader can try. The author also introduces the reader to other types of exam questions, such as essays on legal doctrines and public policies. Considering the fact that the final exam represents about the only feedback a first-year law student can expect, this book would be a helpful read for those considering or entering law school.

*The Lawyer's Guide to Writing Well.* By Tom Goldstein & Jethro K. Lieberman. 2d ed. Berkeley: University of California, 2002. Pp. 287. \$21.95.

Goldstein, a professor at the Columbia School of Journalism, and Lieberman, a professor who directs the writing program at New York Law School, have published a lively and useful overview of what goes into good writing. The nuts-and-bolts writing section comprises short chapters that are full of mostly excellent examples. The introductory chapters — on the poor state of legal writing and why improvement is so important — draw in comments from a wide range of practitioners and writing pros from across the country. And the authors' own writing is exemplary, as lively and terse as the prose they urge on others.

This is not an exhaustive reference manual, though: the chapter on grammar, usage, and style — cleverly titled “Wrong Words, Long Sentences, and Other Mister Meaners” — is a scant 45 pages. It is all solid advice, well organized and boiled down to the basics. It makes for an accessible primer even if it's hardly comprehensive. For example, the authors state flatly, “The passive voice is easy to spot: The verb is always in the participial form . . . and always follows a form of the verb ‘be’ . . .” (p. 132). But you'll find it taught that the *be*-word is sometimes understood (as in this sentence before *taught*). The authors correctly advise that “there has never been an immutable rule” against splitting infinitives (p. 135), but their example here falls uncharacteristically flat: they recast a sentence using *to vigorously litigate* as “By demurring, defendants are only exercising their right to litigate their claims vigorously” (p. 135). There, *vigorously* might be read as modifying either *litigate* or *exercising*. These are small nits, however.

The book also includes a 20-page usage glossary with such welcome advice as shunning the overuse of *alleged*, a handy editing checklist for systematic polishing, some editing exercises, and a short bibliography of recommended reference books for writers.

*Legal, Legislative, and Rule Drafting in Plain English.* By Robert J. Martineau & Michael B. Salerno. St. Paul: Thomson West, 2005. Pp. 164. \$26.

This book expands on Martineau's 1991 book, *Drafting Legislation and Rules in Plain English* (reviewed in volume 2 of the *Scribes Journal*). His coauthor here adds his own practical drafting experience for the California Legislature and elsewhere.

Most of the advice is excellent, based on time-honored principles (use the singular; use present tense and the active indicative; restrict *shall* to impose duties; be careful with pronouns; avoid *such* and other legalese). The advice is well targeted, too: instead of offering a shallow primer on punctuation, the authors concentrate on specific misuses that cause problems in rules, contracts, and the like. Any professor teaching a class in drafting could do far worse than adopting this text.

Still, a few aspects of the book are troubling. The use of endnotes doesn't fit well with a theme of making documents user-friendly. The typography can be jarring, as when underlining is mixed with italics (which one is supposed to carry the greater emphasis?). Some words used as words are both italicized and placed in quotation marks. The page design is unappealing, with large, bold headings in all caps. Is that nit-picking? Maybe it would be if the aim of the book weren't to show how to produce an effective document: layout and formatting are important to meeting that goal.

*Legal Drafting: Process, Techniques, and Exercises.* By Thomas R. Haggard & George W. Kuney. 2d ed. St. Paul: Thomson West, 2007. Pp. 420. \$41.

Part of West's American Casebook Series, this book incorporates the text of the authors' *Legal Drafting in a Nutshell* and supplements it with exercises. The writing is lively, the tips and techniques are mostly solid, and the organization gives the reader a quick overview of what goes into contract drafting. (Legislative drafting isn't entirely overlooked, but that's clearly not the central aim of the book.) Designed as a textbook, this work is a valuable classroom tool containing many exercises, with model answers in the supplementary teacher's manual. The essential aspects of drafting are all handled, from determining client objectives to organizing the contract, drafting it while avoiding ambiguities, and understanding how a court will likely interpret it. Haggard and Kuney also guide the reader through some neglected aspects of drafting, such as ethical concerns, the importance of document design, and techniques for reviewing and proofreading your own and others' drafts. But they don't say much about the importance of thinking before writing, though experienced drafters say that they spend more time on the former than the latter.

Some of the authors' injunctions seem overblown, such as the retrograde advice to always define terms at the beginning of the document rather than collect them at the end. The unfortunately pervasive overuse of definitions can easily push the substance of the contract back several pages, after the recitations but before the substantive provisions. That's not good form: the reader wants to know obligations and promises. This second edition adds material on what to do and what not to do when using your older contracts as exemplars; how to handle representations, warranties, releases, indemnities, and the like; how to state exceptions without resorting

to provisos; and how to specify what will constitute a default and what remedies you can and can't impose. Two new sections covering grammar and usage are remarkably poor. For example, the first rule, on singular-possessive forms, immediately errs in several ways with the example *20-days notice*. Besides the odd use of an en-dash, that's either misleading or flat wrong. Correct would be either [*give*] *a 20-day notice* or [*with*] *20 days' notice*. The problems continue: "Form the plural possessive by adding an apostrophe," the authors declare. That would sanction, e.g., *children'*. Then a short section on semicolons, with the mark at one point rendered *semi-colon*. The usage section gives generally better advice, but it's tiny: only 11 entries.

Despite these shortcomings, though, the drafting advice is solid, and the book would be a helpful asset for any law-school drafting class.

*Legislative Drafter's Deskbook: A Practical Guide.* By Tobias A. Dorsey. Alexandria, Va.: The Capitol Net, 2006. Pp. 618. \$150.

This is one of the few books on legislative drafting written by a legislative drafter. Although Dorsey's focus is on drafting for Congress, the advice largely applies to other legislative drafters as well.

The first 100 pages are a general review of the lawmaking process and the most important rules of statutory construction. More material could have gone into these chapters, and the lawmaking process is indeed expanded on in the appendixes. But the additional rules of interpretation, unfortunately, are not.

Dorsey covers every aspect of drafting legislation, starting with the idea. He points out succinctly that although courts often declare unclear legislation to be the product of drafting errors, the unclarity is more often the product of thinking errors. He spends

almost 40 pages outlining how much thought and discussion is required to turn what seems to be a simple idea (e.g., “It should be a crime not to help a drowning person”) into an effective law that sets out the limits, circumstances, exceptions, and definitions of the subject matter. He then devotes several chapters to the mechanics of writing and organizing the legislation and the problems with meaning and interpretation that can result from a drafter’s inattention to word choice, punctuation, and the arrangement of sections.

Clarity is a recurrent theme, if not an express one: Dorsey often illustrates his topics with hypothetical or actual examples of problems arising from a subtle lack of clarity. And Dorsey himself writes plainly, holding that “[t]he essence of effective drafting is clear writing — that is, writing the meaning of which is not in doubt” (p. 171). Despite the serious miscue in that sentence (“writing the meaning”), it’s good advice. Oddly, though, Dorsey argues that plain-language advocates go too far. It’s more important, he maintains, that the product precisely reflect the client’s intent than that it be comprehensible to the person it presumes to bind. Many would disagree.

Dorsey frequently quotes or cites other authorities, such as Reed Dickerson, Elmer Driedger, and George Coode. But he omits Lawrence E. Filson, whose 1992 book, *The Legislative Drafter’s Desk Reference*, remains a relevant and in many ways more helpful guide. Dorsey does offer some pithy tidbits, such as likening ambiguity to a toggle switch and vagueness to a rheostat dial: the former is always bad (e.g., does *sanction* mean “endorse” or “penalize?”), while the latter can be beneficial (e.g., *reasonable* leaves room for a judgment call). Still, Filson’s coverage of these and many other drafting matters remains more helpful.

More than half the book consists of appendixes included for various reasons. Several are useful supplements to chapters, such as a thorough step-by-step look at how a bill progresses through

Congress from introduction to publication as a public law, the distinction between positive and nonpositive law, and more. Unfortunately, the supplemented chapters and sections don't contain cross-references to the appendixes, so some readers may overlook the additional material. For example, the sixth appendix contains a pair of "curious amusements" about federal laws (one fictional, one real) that respectively attempt to equate birds with ponies, and poultry with rabbits. It would have been nice to see this worked into the main text somehow, perhaps as an illustration of what can happen when a legislative drafter doesn't think through the draft or is too pressed for time to write with clarity.

Taken as a whole, this book is not a definitive or comprehensive guide. But it is a useful reference tool for students, novice or experienced drafters, and anyone else who's curious about what it takes to draft legislation.

*Lifting the Fog of Legalese: Essays on Plain Language.* By Joseph Kimble. Durham, N.C.: Carolina Academic Press, 2006. Pp. 199. \$23.

Because this book's author is also an editor of this journal, the editors decided — as in the past — not to print an original review but to excerpt the reviews published as of our press date.

- "A collection of enjoyable and valuable essays . . ." — 14 Perspectives: Teaching Legal Research and Writing 172 (Spring 2006).
- "[Kimble's] incisive essays are enough to make any writer swear off legalese forever." — 34 Student Lawyer 10 (May 2006).

- “This is a dynamic collection . . . . More than mere essays *about* plain language, [they] provide sound guidelines and vivid demonstrations of how to master the art of clear, precise, and readable prose. . . . [T]he real endorsement for the plain-language movement comes from Kimble’s own writing. He is a master of the craft. As a result, *Lifting the Fog* is highly readable, briskly paced, and enjoyable. This book is a fine piece of advocacy in support of plain English. It is also a useful reference book, jam-packed with inspiration, solutions to common writing problems, tips, and examples.” — 42 *Trial* 86, 89 (July 2006).
- “The collection [of Kimble’s essays] will satisfy his many fans and introduce those new to plain language to a master of the skill. . . . This is a thoroughly enjoyable book, and its lessons are invaluable.” — 80 *Law Institute (of Australia) J.* 72 (Aug. 2006).
- “[T]he book is timely and important. . . . [I]t would be good if Joe Kimble’s text could land on the tables of Australia’s law deans, court librarians, and parliamentary counsels’ chambers. . . . Following Kimble’s chief rules is not difficult — doing so would make a noticeable difference.” — 80 *Australian L.J.* 623, 624 (2006) (review by Justice Michael Kirby, High Court of Australia).
- “*Lifting the Fog of Legalese* is an entertaining and stimulating read . . . .” — 99 *Law Library J.* 142, 143 (2007).
- “Not only do Kimble’s [essays] get to see the light of day again, but as a compilation, they make an even more powerful and compelling case in favor of more plain language in legal writing. I highly recommend *Lifting the Fog* to all attorneys . . . . Near the end of the book, Kimble offers a particularly useful list of words to use

instead of their 'legalese' equivalent. This list is worth the price of the book alone." — 36 *The Colorado Lawyer* 87, 88, 89 (May 2007).

- “[A] highly engaging book . . . . The first part of *Lifting the Fog* consists of Kimble’s extended refutation of the arguments against plain language in the law. . . . In the second part of *Lifting the Fog*, Kimble gives concrete guidance for drafting better documents. No detail is too small to escape his attention . . . . In example after example, Kimble demonstrates how cleaning up syntax and formatting can drastically improve a document . . . . Kimble’s book is an excellent resource for anyone who cares to join the effort to improve legal writing.” — 237 *N.Y. L.J.* 2 (May 18, 2007).
- “In *Lifting the Fog of Legalese*, Joe Kimble debunks [the] myths about using plain language. Using data compiled from state surveys, Kimble shows what readers prefer in legal documents. As he shows through many examples, readers — lawyers and lay people — greatly prefer writing that is orderly, clear, and readable. Kimble does more than present the problem; he explains why conventional legal writing frustrates its readers. Even better, in this collection of essays Kimble shows the readers how to improve legal writing through clear directives and multiple examples. And he does so in an unaffected way that both entertains and respects the reader . . . . *Lifting the Fog of Legalese* is a treasure for lawyers who want to write more clearly.” — 18 *New Hampshire Bar News* 26 (June 8, 2007).

*Making Your Point: A Practical Guide to Persuasive Legal Writing.* By Kenneth F. Oettle. N.Y.: ALM Publishing, 2007. Pp. 350. \$29.95.

Unlike so many other legal-writing texts, Oettle's writing has a relaxed, pleasant tone throughout. His short, lively essays are packed with useful tips and advice on every aspect of writing persuasively, from the basics of composition, to figuring out your strategy, to persuading your audience, to maintaining your focus, to emphasizing effectively. (Note that six of the essays are included in this volume of the *Scribes Journal*.)

There's a good section on the much-abused mechanics of writing: grammar, usage, and punctuation. Instead of delving into the minutiae better dealt with in books devoted to those subjects, Oettle reviews the points that are least understood or least well used by legal writers and shows how they affect prose. Throughout the book, at the end of each section, are writing exercises complete with sample answers. In addition to giving the reader a sentence to revise, the author tells the reader what he would change, and how and why the revision makes the sentence more effective. The opportunity to practice the tips in each section is excellent reinforcement.

But this book does have a significant flaw: there is no index, despite the large number and range of topics covered, some in more than one section. As a result, this enjoyable book's usefulness as a reference tool is rather limited.

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*Modern Legal Drafting: A Guide to Using Clearer Language.* By Peter Butt & Richard Castle. 2d ed. Melbourne: Cambridge University Press, 2006. Pp. 240. \$39.99.

Effective legal drafting is a neglected discipline, and the authors have done a thorough job of organizing basic principles that have long been taught — and long been ignored. They present a strong case for making consumer documents accessible to the layperson and against the vagueness and ambiguity that suffuse so many transactional documents today. It's refreshing to read their case against the overuse of the vague imperative *shall*. Particularly helpful is the authors' advice about short "sense-bites." Terms such as statements of obligations may not be amenable to short sentences, they argue, but they can be broken down into short sense-bites that the lay reader can easily understand. Helpful too is the guidance on layout, an aspect that many document drafters overlook. The authors aptly quote Alan Siegel: "If a document looks terrifying, it doesn't matter how easy the words are: they will never be read" (p. 172).

This book was highly recommended in a review of the first edition (volume 8 of the *Scribes Journal*), and it remains an outstanding resource for legal drafters.

*The Party of the First Part.* By Adam Freedman. N.Y.: Henry Holt & Co., 2007. Pp. 241. \$23.

A quick-witted author takes on a dull-witted topic, with hilarious results. The reader can expect a smile or two in almost every paragraph, and a belly laugh on almost every page. An example — "By the eighteenth century, British courts required an additional element for buggery: what the judges euphemistically called *emission*. It is no doubt a source of pride for the English judiciary that,

centuries before global warming, they had enacted the world's first emissions controls" (p. 97).

The Internet is awash with bogus "funny laws" and "crazy lawsuits" websites, but Freedman shows that truth is often stranger than fiction. Unfortunately, he doesn't cite his sources, and scholars will wish for footnotes or at least endnotes to make further research or verification possible. And he sometimes strays from his subject. For instance, he introduces the concept of trial by jury in a topic sentence, but then discusses trial by ordeal and trial by battle, both of which may have attracted audiences but neither of which had a jury. That goes on for most of two pages before the author returns to his original topic.

But all in all, the book is an amusing, engaging introduction to the complexities and perplexities of legal language and the need for plain language. Freedman's column, "Legal Lingo," appears in the *New York Law Journal Magazine*, and he has also published in *Newsweek International*, *The Guardian Weekly*, *Slate.com*, and elsewhere.

*Writing a Legal Memo.* By John Bronsteen. N.Y.: Foundation Press, 2006. Pp. 150. \$30.

Every first-year law student can benefit from a simple explanation of what goes into preparing a legal memo. This small book has many virtues. Its size alone is one: the last thing someone entering law school needs is another voluminous tome to lug around. One would hope for a *Strunk & White* on the topic, and Bronsteen has come close. Much of the advice is excellent. The author warns readers away from the ridiculous old practice of framing an issue in a single maze-like *Whether*-sentence. He explains why it is important to present facts as well as law in a digestible prose format and follow

up with a brief answer. That's good advice, and his four-paragraph example, if a bit long, illustrates it fairly well. Bronsteen also wisely stresses the importance of maintaining a chronological flow to the presentation of facts. Likewise, he cautions writers to trim the statement of facts to those that matter. (An interesting suggestion is to postpone the writing of the facts section until after the discussion section is finished. Then, if a fact is not mentioned in the discussion, think long and hard before including it in the facts section.)

All the comments above concern a single, 28-page section of this 150-page book. Other short sections hit the highlights of the American legal system, legal (and general) writing, legal research, and legal citation. Needless to say, none of the chapters are exhaustive. But most are helpful introductions for first-year law students.

Unfortunately, not all the sections are so helpful. The first of two chapters on writing, "How to Write Clear Sentences," falls flat. Bronsteen tries to encapsulate his tips into a handful of injunctions, but many of his "good" examples seem worse than his "bad" examples. The most serious failure, though, comes at the end of that section. In "A Note on Grammar," and apparently with a straight face, Bronsteen advises, "Some people care a lot about rules of grammar and usage — things like 'Never end a sentence with a preposition,' 'Never split an infinitive,' 'Never begin a sentence with a conjunction' . . ." (p. 35). To his credit, he advises readers to ignore these "rules." But just by mislabeling old superstitions as *rules*, he perpetuates them to the detriment of his readers. Will "Miss Thistlebottom's Hobgoblins" (as Theodore Bernstein called them in 1971) never die?

*Writing for Law Practice.* By Elizabeth Fajans, Mary R. Falk & Helene S. Shapo. N.Y.: Foundation Press, 2004. Pp. 593. \$49.

The authors have ambitiously set out to write a textbook that will not only cover the standard 1L course in legal writing but also serve for advanced legal-writing and drafting classes. In addition to giving advice on drafting memorandums and briefs, this book surveys how to draft many other documents, such as answers, motions, letters, judicial opinions, legislation, contracts, and wills.

Unlike many other books on legal writing, this guide doesn't focus just on the mechanics of the writing process. The authors include a brief section on client interviewing, an important (but often overlooked) step for many types of legal writing. Also, the art of thinking through the problem and considering how best to persuade the target audience is thoroughly covered. Most of the time, the authors use and encourage plain English, and also identify pitfalls that can occur whether writing in legalese or seemingly plain language; we were particularly glad to see warnings about syntactic and semantic ambiguity and how to recognize the problem. Occasionally, their advice has shortcomings. For instance, issues are always stated in single sentences, sometimes unchronologically — although they mercifully don't start with *Whether*. But overall, this textbook provides a good introduction to the wide range of legal documents that a student can expect to read and prepare in practice.