



3-1-1946

Book Reviews

William B. Ball

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Recommended Citation

William B. Ball & Lora D. Lashbrook, *Book Reviews*, 21 Notre Dame L. Rev. 244 (1946).

Available at: <http://scholarship.law.nd.edu/ndlr/vol21/iss3/6>

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In the light of the language of the Mandate — which nowhere refers to the Arabs, but makes frequent reference to “the Jewish people,” “Jews,” “Jewish national home,” “Jewish agency,” and the “Zionist organization” — Mr. Frankenstein contends: “This inescapable construction of a clear and simple text should dispose of the myth of dual and even equal obligations, imposed on the Mandatory Power, one toward the Jews and the other toward the Arabs.”

Concluding his argument on Arab rights, the author finds no collective right to Palestine to exist in the Arabs, but a mere individual right of Arabs to live as citizens in Palestine *as a Jewish state*. We might restate this part of Mr. Frankenstein’s argument as follows: (1) under the Atlantic Charter sovereign rights should be restored to those who have been deprived of them; (2) the Jews had sovereign rights in Palestine and were deprived of them; and (3) therefore sovereign rights in Palestine should be restored to the Jews (and cannot be to the Arabs).

The reader may say that he finds “*Justice for My People*” in its tenor and argument “onesided.” We would agree, and add that any good argument is. Mr. Frankenstein has stated his case with forcible logic and yet without rancor. And veterans, we are sure, will applaud the moral tone of this passage which characterizes much of the work. In referring to the Atlantic Charter, Mr. Frankenstein says: “Whatever may have been the intentions of the signatories, ethico political principles of this kind do not allow of any limitation in space and time. They are not here by chance; they voice the conviction of a new age, an age of peace and justice. The principles of the Atlantic Charter will be the new international law.”

We think of two wars, of Palestine and of Poland, and concur.

William B. Ball.

WILL CLAUSES ANNOTATED.—William D. Rollison (1946) — It is impossible to compare this book with any other because it is unique in its field. Here are almost 800 pages devoted to will clauses of every conceivable kind. From the more common types of wills to such specific clauses as is found on page 271 “For the free education of young men to fit them for admission to the United States Naval Academy, or for positions as mates or masters in the United States merchant marine service,” the lawyer will find exact words to fit any kind of provision.

Perhaps the best description of this book can be found in the words of the author in his preface: "It has been justly observed by Sir William Jones, a jurist possessed of a philosophical perception, that 'no will has a twin brother.' This sage epigram points directly to the difficulties encountered by courts in construing wills in the light of authority. No two wills use exactly the same terminology. Every will must, as a general rule, be construed by itself, and really contains its own law. In the construction of wills, courts do not adhere rigidly to precedents. If all wills were drawn by counsel learned in the law, it would be easier for the courts to adhere to precedent, especially in the use of technical terms." But in a country where, from necessity or choice, every person is entitled to act as his own scrivener, his will is subject to be perverted by the application of rules of construction of which he was wholly ignorant or with which he was not familiar. "What may appear to be a simple will may occasion difficulty in the construction of it. Every will is drawn with regard to the testator's desires and estate."

"The forms used herein have been taken from cases, or have been based upon well-established legal principles. The cases cited, in many instances, give an authoritative exposition of the terminology used. Obviously, extensive citation of cases in connection with a given form is not desirable, if not impossible. I have made use of quotations, in some instances, when a different wording might have been preferable, to indicate what the courts have deemed to be sufficient. Many well-drawn forms have been used, but these wills have not been contested or construed and do not appear in the reports of cases. . . .

"A Check Chart has been included to indicate to the busy lawyer the many things to keep in mind in drawing a will. Suggestions have been made in the footnotes, and these should be called to the testator's attention in proper instances. The extent of suggestions and of material on substantive laws has been limited, in keeping with the purpose of this work and its scope."

Forms are included on such subjects as: contract to make a will; offer to make a will; contract not to revoke a will; covenant renouncing power to make a will; agreement not to object to probate of will; agreement to withdraw objections to probate of a will; and ante-nuptial contracts.

Permission was obtained by Prof. Rollison from the Army and Navy to include forms they have prepared for the use of men in military service.

An indication of the completeness and detail of the indexing of the book can be had from the fact that 89 pages are devoted to this feature alone.

Lawyers or other persons having the responsibility of the preparation of wills should have a copy of this work on his desk. It would seem almost criminal negligence for any lawyer or layman to prepare a will lacking any essential part with a book of this kind available for his reference. It is questionable whether a more complete work on wills will ever be written.

Lora D. Lashbrook.