Book Review: Letters to a Young Lawyer, By Arthur M. Harris

J. M. M.

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pages. Accordingly, each page must average nearly four hypothetical cases. In going cursorily through the book the reviewer has found but few pages which contain four or more hypothetical cases and has found many pages which contain none. The claims for 2000 hypothetical cases therefore would seem to be somewhat exaggerated. However such cases as are included are frequently very good indeed being probably those used when the author took his class room instruction in Contracts.

The author pays a tribute to the memory of Professor Charles Thaddeus Terry under whom he studied Contracts at Columbia University, and states that the book was developed out of his work on the subject while a student. He says that if he has handed on only a fair conception of the unexcelled methods of this instructor to present day teachers and students he will feel well repaid for his labor. The reviewer very seriously doubts whether Professor Terry, if he were living today, would appreciate this compliment. Certainly Mr. Terry must have contemplated as the very foundation of his course an adequate preparation made personally by his students not made for them by some outsider.

Numerous references are made to Professor Williston's text book on Contracts. In fact lengthy extracts taken from this legal classic are found throughout the book. The reviewer has found no statement that the consent of Mr. Williston was obtained for the use of this material. The title page contains the statement that the book is a digest of cases contained in Keener and Williston's case books and leading cases from other case books on contracts. It appears from the prospectus sent out by the publishers that these other casebooks are those of Corbin, Costigan and Huffcut and Woodruff. Again no statement has been discovered that the consent of these writers was obtained for the use made of the material which they had collected. In fact it is inconceivable that their consent would be forthcoming for such a purpose.

No good purpose can be gained by attempting either to suppress the book or to kill it by silence. Such students as want crutches will find out about it by the various subterranean channels through which such information travels and will invest in it either their own hard earned dollars or the money which comes easily to them from their parents. Some will use it legitimately, just as denatured alcohol may find a legitimate use in the radiator of an automobile in cold weather. The great majority however, of those who invest, will invest in the spirit of the buyer of illicit liquor—to defeat the purposes of an unpopular restriction. On the whole this pony, for that is what it will be used for by the great majority of its readers, will do far more harm than good. Its appearance is to be regretted from every just viewpoint.

C. Z.


To the young lawyer just emerged from the cocoon of studenthood and standing with wings spread at the threshold of professional life, many serious problems are presented. Where to settle, how to comport himself, with whom to associate, what standards to adopt, are only a few of the questions confronting his often immature judgment and limited experience. All these problems and a multitude of others are ably and agreeably discussed in Mr. Harris' interesting volume.

The series of letters contained in the book are ostensibly written to the son of a wise old practitioner of many years' standing. The writer is a shrewd judge of men
and affairs, and tempers the gift of his wisdom with a humor which is well nigh irresistible. He is evidently one of the best types of American lawyers, and has the highest ideals of the noble old profession at heart. He points out that for the many, the law is not a money making occupation; that, on the contrary the average advocate is or should be, a priest at the altar of justice.

Those who aspire to ambulance chasing magnificence, criminal trumpery, or “catch penny tactics,” will find little comfort in his letters. They are however, a veritable mine of information to lawyers who seek to establish themselves in the affection and respect of their respective communities. To those who say that there is no traditional standard of legal morals, this book is a stinging rebuke. It embodies the highest standard of professional ethics, based upon the natural law. Anything else, the writer asserts is not only contra “bona Mores” but ungentlemanly and unmanly as well. It teaches the lesson that not only is there no royal road to learning, but also that if one is to succeed in the law he must be prepared to go per aspera ad astra (through hardship to the stars).

The Review does not approve of lauding a publishing house in its editorial columns, but it must make an exception in the case of the West Publishing Company, who conceived the happy idea of placing a copy of the book in the hands of senior law students. The volume is attractively bound, and makes a fine presentation copy.

J. M. M.