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## BOOK RECEIVED

**The Lawyer's PC**, Vol. 4 No. 2. By Robert P. Wilkins, Ed. Colorado Springs, Colorado: Shepard's/McGraw-Hill. 1986. Pp. 16. Periodical. Semi-monthly. Annual Subscription (24 issues) \$58.00 + \$2.00 shipping & handling.

Computers have impacted the legal field both as a source of legal questions and as a tool with which lawyers conduct business. Few law offices today have not taken the plunge into the high technology universe of billing, drafting, storing, communicating, and a growing list of other personal computer and office system applications that seem limitless. Left in the aftermath of this sudden and fiery explosion of technology, however, is the attorney and his office staff who smolder in their frustration; a frustration caused by limited knowledge of how best to use the new office tool, what software and hardware will best serve the needs of their particular office, and what options are most cost effective.

Out of this frustration was born *The Lawyer's PC*. It is a semi-monthly newsletter targeting the practitioner who wishes to get and stay informed about products, services, and consultants. Set out in an unassuming but thoughtful manner, the newsletter provides practical analysis and suggestions concerning the needs of a law office. Moreover, it reads easily and quickly and is truly informative.

In volume 4, number 2, dated September 15, 1986, the leading article carefully reviewed an inexpensive program for logging time and tracking payments on client accounts. A second article reviewed a new cite checking program that finds departures from *Blue Book* form. In both reviews, care was taken to point out other programs available to perform the same task and the programs which appealed most to the reviewer.

In addressing the very particular needs of the automated practitioner, a third review gave a stellar account of a remarkable sounding data recovery service provided free of charge to the buyer with the purchase of Polaroid diskettes. The service would be of tremendous assistance in the all too common experience of crashed or mutilated diskettes. Although the review provides advertisement for the Polaroid product, it does so with the purpose of informing the

reader. In addition, the review was written only after first hand, favorable experience with the product.

Following these opening articles and reviews is a section entitled "Letters from Our Readers." This portion of the newsletter sets out particular problems, questions, comments, opinions, and reactions from various readers. In addition to comment by the editors, the letters are helpful in their own right because of their presentation of practitioners' concerns, and how some have dealt with those concerns. That is, the letters mention specific hardware and software problems and their solution. Where no solution was suggested by the letter writer, the editors have inserted notes with helpful suggestions.

Included in *The Lawyer's PC* is an advertising supplement. Certainly, none of the products are recommended by the publication within this section. In fact, the editors have included a statement that the advertisements are intended as a convenience to the newsletter's readers and disclaimed any responsibility for their content. Such a statement, along with the clear distinction between the newsletter's content — printed on white stock — and the advertising supplement — printed on ivory stock — places the reader on notice that the list of products and services in the supplement is merely for reference rather than endorsement.

Finally, several short but interesting sections of the newsletter are used to round out its coverage. These include a "Field Report" on laser printers and compatibility problems, a list of new products received for review entitled "Product Briefs," "Publications Received," upcoming "Events," and a section of announcements and notices. This last section, "Briefly discusses . . .", includes a reference to an ongoing Florida case concerning a software firm's liability for errors arising out of the use of their product.

Each section of the newsletter is well written, and informative. However, the publication is not without some flaws. The most obvious shortcoming is the absence of a cross-reference or indexing system. While the publication is intended as a newsletter, it has a format similar to a loose-leaf service. Unlike such a service, it is currently necessary to skim each issue to find any given article, discussion, or review. If a periodic index was available with the publication, its utility would be greatly expanded. Obviously, each issue is of interest but as the issues are collected, some means of pulling the information together should be provided. With the foregoing reservation, *The Lawyer's PC* is a must for the office of today.

**Payment Refused.** By William M. Shernoff. New York, New York: Richardson & Steirman. 1986. Pp. vii + 267. Hard Cover. \$16.95.

The California bad faith claim against insurance companies, as it is recognized today, has not been with us long. It arose out of the inherent conflict that is a part of the insurance industry — companies sell policies to protect consumers but deny coverage to protect the company — and evolved into its present form through a long line of California Supreme Court decisions.<sup>1</sup>

Familiar with this conflict and case law, William M. Shernoff sees himself as a protector of the consumer, and a watchdog of the insurance industry. In his work, *Payment Refused*, Mr. Shernoff, an attorney with twenty-four years of experience, sets forth his impressions and opinions of the insurance industry along with several of his “war stories.” Clearly, with a forward by Ralph Nader, the book is predictably pro-consumer. However, the collection of “stories” demonstrates that its author has developed a deep-rooted distrust of the industry and a malevolence toward insurance companies. This may be typical of those who repeatedly see errors in judgment and willful bad faith on the part of insurance company management and employees, or those who repeatedly advocate a particular position for their clients.

Despite this possible bias in the author, or perhaps as a result of his bias, the stories make interesting reading. Though the work can be regarded as nothing more than light reading, it is an engaging collection of personal recollections of court room tactics, cases, and clients.

This reviewer found the book fun to read but questions its impact upon the target audience, readers outside the legal community. As the ethical rules are often aspirational, one might wonder if Mr. Shernoff aspired as high as he might. His work is not a commentary on the current state of the law with examples included for effect. In fact, very little is written about law reform or substantive rights in the book's 267 pages. Of course, the author makes no claim to writing a hornbook on bad faith, but his mastery of bad faith law is lost in writing that smacks of self-aggrandizement. While the book might awaken lay persons to their rights against insurance companies, one could be disturbed by the self-oriented form and content of the book.

Mr. Shernoff could take greater care in his writing. *Payment Refused*, as the publication of an attorney relating to the personal

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1. See *Royal Globe Ins. Co. v. Superior Court*, 23 Cal. 3d 880, 592 P.2d 329, 153 Cal. Rptr. 842 (1979).

qualifications and services of that attorney, like advertising and other forms of communication with the public, should not mislead the public or create unjustified expectations.<sup>2</sup>

While prohibitions against the publication of this sort of book would certainly fall to constitutional challenge,<sup>3</sup> Mr. Shernoff's work is clearly a form of advertisement which should concern the bar. *Payment Refused* includes many interesting and informative stories, yet it is a public proclamation of Mr. Shernoff's talent.

The reservations above spring from a feeling of disappointment. A disappointment created by comparing the book Mr. Shernoff wrote with the book he might have written. On the other hand, regardless of his aspirations, one cannot help but observe that Mr. Shernoff does tell a good story.

#### ADDITIONAL BOOKS RECEIVED

**Legal Aspects of Computer Use.** By Stuart R. Wolk and William J. Luddy, Jr. Englewood Cliffs, New Jersey: Prentice-Hall. 1986. Pp. iii + 192. Soft Cover. \$19.95.

**U.S. International Trade Laws.** By Allen M. Stowell, Ed. Washington, D.C.: Bureau of National Affairs, Inc. 1986. Pp. v + 506. Soft Cover. \$25.00.

**The World of Science and the Rule of Law.** By John Ziman, Paul Sieghart and John Humphrey. New York, New York: Oxford University Press. 1986. Pp. iii + 343. Hard Cover. \$37.00.

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2. See MODEL RULES OF PROFESSIONAL CONDUCT Rules 7.1, 7.4 (1983). It is well established that the MODEL RULES OF PROFESSIONAL CONDUCT and MODEL CODE OF PROFESSIONAL RESPONSIBILITY preclude making statements concerning such things as percentage of cases won and amount of verdict. Even where these statements are factual, they are not allowed because of the possible expectations they might create.

3. See *Bates v. State Bar of Arizona*, 433 U.S. 350 (1977).