

## TechnoLawyer Archive Newsletter/Post

Seth Rowland  
subscribed through  
May 8, 2013

[Back to Results](#) [New Search](#) [Edit Search](#) [Send to a Friend](#)

◀ Result 20 of 34 ▶

### Bartleby the Scrivener Visits LegalTech NY 2001

DATE: 2/15/2001  
AUTHOR: Seth Rowland  
TYPE: Post  
TOPIC(S): CLE/News/References

>Now that you've had time to assimilate everything  
>you saw at LegalTech, please dish for the sake of  
>your peers who did not attend.

On Monday morning, John Bartleby, Esq. woke up with a spring in his step. LegalTech was coming to New York. Mr. Bartleby (aka the "Scrivener") wanted to see what new gems of technology were available to transform his real estate practice.

In particular, the Scrivener faced a crush of new work from a key client, a shopping mall developer. The Scrivener had been retained as outside general counsel responsible for leasing the client's first shopping mall. Already, ten more malls were on the drawing board and would need to be leased in the next six months. In the next six months, the Scrivener would be required to negotiate and execute over 1,000 commercial leases.

The Scrivener, an experienced negotiator and drafter, knew what terms would be acceptable to the client. He also knew what special concessions might be required to execute the innumerable agreements. He came to LegalTech looking for a solution that would enable him to negotiate and draft 1,000 custom leases cost effectively for his client and profitably for his partners.

#### THE EXHIBITOR LIST

Reviewing the LegalTech guide, the Scrivener's attention was drawn to HotDocs, Rapidocs, ThinkDocs, and GhostFill, makers of "document assembly" software. He also knew he should visit LexisOne, DL Drafting Libraries, ThinkDocs and WestGroup, purveyors of "smart" real estate forms. Prior to LegalTech, he made arrangements to meet with developers of SmartWords and SpeedLegal on the exhibition floor. His day was cut out. The Scrivener allotted a half hour to carefully evaluate each product and its suitability to his needs.

#### THE REQUIREMENTS

The Scrivener was looking for a technological solution that would allow him to maximize his revenue from negotiating the 1,000 custom leases while minimizing his expenses (whether for attorney time or disbursements). He was looking for a tool that:

1. Would allow him to build the perfect master lease, with all the bells and whistles required to address each of the situations that might arise;
2. Would be simple to use;
3. Could draw on information from his client's tenant database;

4. Would allow him to post lease profiles to his client's financial management database; and

5. Would allow him to create and send the lease to remote sites.

#### HOTDOCS

The Scrivener's first stop was at the HotDocs kiosk. It was a little difficult to find. There were big blazing signs for Lexis/Nexis and LexisOne. Only the little box that said HotDocs 5.1 gave a clue that there were salesmen for HotDocs. The Scrivener stopped for a demo. First he saw the automated BNA Real Estate Forms. They were impressive, but not geared to the complex commercial leases he would need to create. Then he went through a demo and saw how he could either customize the forms or build his own template with relative ease. Variables were written in plain English. The dialogs were attractive. HotDocs was the "market leader." Everyone had a copy of HotDocs and it worked with both Word and WordPerfect. The Scrivener was happy, but decided to keep looking.

#### RAPIDDOCS

The Scrivener visited Epoch Software in the ASP pavilion. The salesman opened a Web browser and started answering a series of questions on the right. As the questions were answered, the text of the lease agreement was rewritten before his eyes on the left. The salesman said that Epoch's U.S. affiliate <<http://www.mylawyer.com>> could host the document on its site and allow the Scrivener to collect revenue every time someone wanted to assemble a lease. Wow! There was one catch, the Scrivener would have to learn a new word processor -- Rapidocs, in addition to the syntax and coding for building an automated template. The Scrivener moved on.

#### GHOSTFILL

The Scrivener stopped by at Korbitec's booth to view GhostFill. He found that GhostFill was closely integrated with Microsoft Word (but not WordPerfect). It worked as both a desktop application and a Web-based application. It had a very elegant set of dialogs. It also was "out of the box" ODBC compliant, being able to read and write directly to databases. It would be able to draw data from his client's tenant database and post information to his client's financial management database. With GhostFill's power, came a cost. Variable naming schemes were restricted, giving it a "techie" feel. Overall, however, the system was impressive.

#### SMARTWORDS

The Scrivener ran into a SmartWords developer over lunch who showed him <<http://www.lawontheweb.com>> and some of the underlying technology. SmartWords was a powerful enterprise product that took the best of both word processing technology and database technology to create the most customizable document assembly dialogs. It supported powerful scripting and rules. It could draw from and post to multiple database tables (both internal and external). In the hands of an experienced developer, SmartWords was a true rapid deployment tool. It also had an Internet Explorer plug-in that gave full functionality over the Internet. The Technology Group in Baltimore had a staff of application developers who would be willing to work with him to build the perfect solution to his workflow and assembly needs. One catch, the product was only available through certified consultants, and generally in connection with a consulting project. For the right application, it would be worth the cost.

#### SPEEDLEGAL

During the cocktail hour, the Scrivener met with the President of SpeedLegal. SpeedLegal's document assembly engine was XML-based. It required the use of an XML-editor. At present there was no easy tool to migrate Word or WordPerfect documents to XML format that would be recognized by their software. So the templates would need to be built from the ground up, paragraph by paragraph. However, once you got over that obstacle (a big hurdle), the actual document assembly engine and Web interface were truly cutting edge. The program flew over the Web as XML objects and rules melded together into a smooth flowing interface. Unfortunately, the product was still in beta.

## THINKDOCS

The Scrivener swung by DataTech Software, the makers of ThinkDocs. ThinkDocs is a new entrant in the document assembly tool business. They have had a proprietary graphic forms engine for a while, but only recently have produced a document assembly software package. In particular, he was interested in their Real Estate forms package with its live variables. This meant that he could change the answer to a variable in one form and it would instantly update all the other related forms. He looked at the forms package and at ThinkDocs, thinking a perfect system would allow him to meld their canned forms with his own additional forms and to modify their canned forms. That would save a lot of development time reinventing the forms. Sadly, they said, the graphic forms engine was not being released for use by lawyers so he could not modify their existing forms. And, at present, there was no link between ThinkDocs and their graphic forms, but one was under development. When the Scrivener looked at ThinkDocs, he was impressed by the post-assembly interactivity. But he was struck by their odd treatment of conditional text ... ThinkDocs required the creation of a separate variable for each instance of conditional text, making the template in effect unreadable: the attorney could not review the conditional text in the template.

## LEXISONE/WESTGROUP/DL DRAFTING LIBRARIES

It was getting late in the day and the Scrivener needed to get back to client business. He passed by LexisOne and noticed they had some free real estate forms on their Web site. Since they weren't the forms he needed (he needed to build something client specific), he continued on. He visited West Group which had no real estate forms. And he swung by DL Drafting Libraries. He liked the titles on the forms, but did not like the tool kit for opening up the forms to customize.

## RETURN TO THE OFFICE

The Scrivener returned to the office. He had seen a lot that he liked. He wished to include elements of HotDocs, GhostFill, SmartWords, ThinkDocs and Rapidocs in a package for his clients. He resolved to spend some more time evaluating these products and talk to some consultants about their preferences and their reasons. He knew that the solution lay in these products and over the next few weeks, he would have to make his choice. He also knew that a properly designed set of templates could be easily moved from one software package to another if the set of features justified the expense. He had a lot to think about.

Seth G. Rowland, Esq.  
"Process Redesign Through Expert Systems"  
Basha Systems, LLC  
117 Oneida Avenue  
Croton on Hudson, NY 10520  
(914) 827-9173 telephone  
(914) 622-3689 fax  
sgr@bashasys.com  
www.bashasys.com  
Certified Consultant for HotDocs and SmartWords.

---

### *Community Manager's Notes*

[CM's Note: To learn more about HotDocs, visit: <<http://www.capssoft.com>>. To learn more about Rapidocs, visit: <<http://www.rapidocs.org>>. To learn more about GhostFill, visit: <<http://www.ghostfill.com>>. To learn more about SmartWords, visit: <<http://www.smartwords.com>>. To learn more about SpeedLegal, visit: <<http://www.speedlegal.com>>. To learn more about ThinkDocs, visit: <<http://www.thinkdocs.com>>. To learn more about LexisONE, visit: <<http://www.lexisone.com>>. To learn more about West Group, visit: <<http://www.westgroup.com>>. To learn more about DL Drafting Libraries, visit: <<http://www.draftinglib.com>>. -- Neil J. Squillante ]



[About Us](#) | [Advertise With Us](#) | [Contact Us](#) | [Privacy Policy](#) | [Terms of Service](#)  
TechnoLawyer • PeerViews Inc., 100 Church Street, Eighth Floor, New York, NY 10007  
Copyright © 1997-2012 PeerViews Inc. All rights reserved.