

BOOK REVIEWS

THE FAMILY LAW SERVICE, by Professor P. R. H. Webb, J. G. Adams, W. R. Aitken, I. D. Johnston. Butterworths, 1981. New Zealand price \$208.50.

This service aims to keep the legal profession up to date with the ever changing family law. It contains the latest in legislation and case law and is updated by the authors every month.

The aim of the authors is to produce a text on family law that will replace the now sadly dated Bromley & Webb on *Family Law*. At the time of writing the Service is still being completed but it promises to live up to its authors expectations.

The Service includes all the Legislation, case law and relevant regulations on the following areas of law:

Adoption, Family Proceedings, Domestic Actions, Family Courts, Guardianship, Marriage, Matrimonial Property, Social Security Amendment (LPC Scheme) Conciliation, Separation, Dissolution, Maintenance, Children Practice, and Social Welfare Benefits.

As can be seen by the length of this list the Service is indeed living up to its title. Although the Service is still unfinished it is not premature to congratulate the authors on this fine and welcome edition to New Zealand's legal writing.

K. G. G.

THE CONTRACTUAL REMEDIES ACT 1979, by Francis Dawson and David W. McLauchlan. Auckland. Sweet & Maxwell (N.Z.) Ltd., 1981. 217 pp. including index and appendix. New Zealand price \$32.50.

For students beginning their studies of the law of contract, for law teachers who have reached higher pinnacles of study in this field of the law, for law practitioners who daily face the problems arising from the making and breaking of contracts, the Contractual Remedies Act 1979 stands as a major piece of legislation affecting the way in which con-

tracts must be viewed. To understand the consequences and implications of this new act (which came into force on 1 April 1980) requires a book which can clearly and precisely explain the latest departures from the old law. Dawson and McLauchlan have produced such a work; the first, to date, on the Act.

At the time the book was written, no case on the Act had come before the courts, except for the decision of Hardie Boyes J. in *Finch Motors Ltd. v. Quinn* (1981) N.Z. Recent Law 41, which is noted by the authors in the addendum at the end of their chapter on the application of the Act to contracts for the sale of goods. It should therefore, be remembered that the authors were working entirely within their own knowledge of the law of contract in their interpretation of the Act, but for the guidance of the reports of the Contracts and Commercial Law Reform Committee. Indeed, the authors recognise the difficulties facing them in writing about the Act:

An attempt will be made in the following chapters to analyse and explain in detail the above and other reforms effected by the Contractual Remedies Act. However, the task is not an easy one. Many of the difficulties stem from the unsatisfactory reports of the Contracts and Commercial Law Reform Committee which are implemented by the Act. We do not wish to be critical, but our analysis of the Act will we believe, demonstrate that those reports are confused in many places, and gravely under-researched. As a result, we shall see that the new law is needlessly uncertain or otherwise deficient in a number of important respects. . . . (p. 7)

The book is divided into thirteen chapters. The introductory chapter contains an excellent outline of the Act which can be used as a summary by students. The next seven chapters deal in detail with the operation of the Act in relation to contracts in general: the new remedy of damages for misrepresentation; cancellation for misrepresentation and breach; election; the consequences of cancellation. The remaining chapters are concerned with particular areas of contract law which are affected by the Act: contracts for the sale of goods; stipulations as to time for completion in contracts for the sale of land; contracting out of the Act; the assignment of contracts.

The authors submit that the recovery of damages for innocent misrepresentation as if the representation were a term of the contract effectively abolishes the distinction between a representation and a term for most practical purposes and substantially undermines the parol evidence rule. This theme is constantly emphasised throughout the book.

The old case law is carefully scrutinised. The authors suggest how certain cases will be decided differently under the new Act. This lucid style helps the reader achieve a vivid insight into the transition from the pre-Act law to the new law.

The book is notable for its fairness and lack of arbitrariness. The authors attempt to show the merits of the possible solutions to the problems encountered in the interpretation of the Act. Only then is a

conclusion reached. The book abounds with illustrations and examples which aid the reader in understanding those conclusions. Yet, the reader still feels that he is left to make up his own mind. The authors have successfully formulated an approach which is the most suitable for a discussion of new legislation where virtually no case law exists, for student and law practitioner alike.

In conclusion, the writer of this review highly recommends this book to the first year student beginning his studies of contract law, and to those students who have reached more advanced stages in that field of the law. It will remain a useful investment for many years to come.

P. L. T.