

for example, that the insurance companies have a *prima facie* right to administer the Scheme.

I could take issue with a number of Atiyah's assertions as to what the law is (e.g., the unduly broad statement on page 461 that "the courts pay no attention to the fact that the plaintiff may have been doing something specially meritorious") but these would be carping criticisms and in addition would be only marginally relevant, for this is not essentially another book about what the law of torts is, but a discussion of the way in which the law operates in practice. In this it blazes a hitherto almost untrodden trail. It may be confidently recommended to those many lawyers, with or without vested interests, who are concerned about the fate of the Woodhouse proposals. Its publication may come in time to be regarded as the first thoroughly scholarly and really fruitful book adopting a "contextual approach" to the study of law.

D. L. Mathieson

COMMERCIAL LAW IN NEW ZEALAND. Fourth Edition, by J. F. Northey, B.A., LL.M. (N.Z.), Dr Jur. (Toronto) and W. C. S. Leys, M.A., LL.M. Wellington: Butterworths & Co. (New Zealand) Ltd., 1969. XXXV and 769 pp (including index). New Zealand price \$9.00.

The book is in four parts. Professor Northey deals with General Principles of Contract in Part I, and combines in Part II on Special Contracts with Associate Professor Leys, who also deals with the Chattels Transfer Act and Arbitration in Part III and Insolvency in Part IV.

The reviewer of a Fourth Edition has the double duty of considering the book as a whole and comparing it with its predecessors. Whilst considering the first matter he cannot but bear in mind that the book must needs have found acceptance and the second matter involves some consideration of the purely practical question of the need to purchase the book as a replacement text.

The title, Commercial Law, could well have been borne by this book without any consideration of general principles of contract, i.e., the major part of Part I which also deals briefly with agency. Law students and practitioners may be more likely to refer to Professor Northey's New Zealand edition of Cheshire and Fifoot, but they will find this consideration of general principles convenient, whether alone or by way of back reference, when dealing with the special contracts in Part II. Accountancy students and practitioners may well find the book a complete text. This is not criticism of the treatment of the general principles of contract, but reinforcement of the fact that, aside from convenience, the importance of the book lies in its being the only New Zealand text to examine in some detail the subjects of Sale of Goods, Bills of Exchange, Sureties and Guarantees, Partnership, Insurance, Arbitration, Chattels Securities, Hire Purchase and Insolvency. It is also recognition of the fact that a tremendous field is covered and this in turn imposes limitations. The book has been designed for the legal and accountancy professions and students, and the diversity of their requirements coupled with space restrictions must dictate the approach and coverage. Most, if not all of the subjects listed have been the

subject of independent texts themselves of some size and law practitioners at least will doubtless need to refer to these texts for examination of finer points.

The book is a good basic coverage of each of the subjects considered. It is accurate in its dealing with these subjects and, whilst it is primarily concerned with stating the law as it appears, the authors do from time to time, as for example in the introduction to Sale of Goods, criticise the state of the law. It is then a good base reference for students and practitioners whether of law or accounting. Several points strike this reviewer but the particular comments and criticisms are not meant to qualify this judgment as a whole.

With the exception of Surety and Guarantees, Part II, III and IV are tied to the relevant legislation. Each topic, notwithstanding different authorship, is generally dealt with, however, by way of discussion rather than commentary, section by section of the particular statute. Sections are then included in the discussion but not distinguished in the text and at times not identified. A particular example of this is on page 368 where sections 34 and 35 of the Bills of Exchange Act are quoted but not identified. Without prior and detailed knowledge of the Act a reader would not know whether he was reading comment, conclusions or statute. Different type setting would generally speed reference throughout the book.

There is no table of statutes. This coupled with the above means the book is limited for quick reference, perhaps particularly for law practitioners.

In dealing with large topics concisely the authors have to exercise some precision. This they generally do and a close reading is at times very necessary. It is surprising then to find a rather rambling introduction to the Chattels Transfer Act which has three statements as to the purpose of the Act:

(1) "The Act is specifically designed to protect the interests of people who have property in, but not the possession of the goods": page 498.

(2) "It is designed to prevent people who have conditional proprietary rights, disposing of the goods as though they were their own": page 499.

(3) "The purpose of the Act is to counteract the dangers arising from people being in possession of goods, the property in which has passed to, or remains with another": page 500.

This seems to confuse object and method. Assuming the purpose is protection of property (1), attainment of this purpose may be by (*inter alia*) prevention of resale (2) or pledging (3).

Hire purchase is a large and growing body of law and the authors have a mammoth task to reduce this to some thirty-one pages. The space available really only permits a list of the various sources of hire purchase law and brief consideration of them. The six pages devoted to implied conditions and warranties and exemption clauses seem disproportionate.

The Insolvency Act has not yet come into force and references throughout the book to this Act require to be back dated with some care. The dangers that could arise from acceptance of the text show the need for a very clear warning to readers to check that legislation such as this is in force at the time of use.

Turning to the second consideration of comparison a quick check of the table of cases shows that approximately fifty new cases appear in this edition and a further quick check with the text shows that practically all of these appear by way of annotation only. The *Suisse Atlantique* is the only case to receive extended treatment whilst the almost reluctant mention of *Koufos v. Czarnikow* [1967] 3 All E.R. 686 is plainly inadequate. Again, as random examples, the case of *Tingey and Co. Ltd. v. John Chambers and Co. Ltd.* [1967] N.Z.L.R. 785 has considerably more import than the three lines devoted to it on page 304 would indicate and the bare reference to *Council of the City of Sydney v. West* (1965-66) 39 A.L.J.R. 323 and *Thomas National Transport (Melbourne) Pty. Ltd. v. May and Baker (Australia) Pty. Ltd.* (1966) 115 C.L.R. 353 for the proposition that "where what occurred falls outside the contract, the exemption clause does not avail the party in default" does not indicate the increasing use and importance of this approach to avoid exemption clauses. *Re Keever* [1967] 1 Ch. 182 appears unrelated to subsection 2 of Section 27 of the Bills of Exchange Act for which it is cited on page 372.

As already noted, most topics are tied to legislation and recent cases are not the only concern. The authors state in their introduction that the whole of the Insolvency, Chattels Transfer and Hire Purchase sections had been read and revised. Hire Purchase is a particularly fertile field for legislation and the amending regulations are duly noted, as also is the Door to Door Sales Act 1967. The Door to Door Sales Act is, however, noted and no more—it appears in the list under Summary of the Provisions Relating to Customary Hire Purchase Agreements on page 540 but is not mentioned again. There is little that is new and no change in the treatment of the subject. The only real revision in Chattels Transfer is the annotation of the different effect of the Insolvency Act and the close adherence to the old text is painfully demonstrated at page 509, where the reader grinds to a halt on reading "In the second place . . ." and looks back for "In the first place . . ." He will find it in the former edition.

As noted above, the Insolvency Act is still not in force and the book is still in the remarkable position of being ahead of its time in the whole of its consideration of the Act. It is the largest single topic covered and with its delay in coming into effect goes much of the need for this as a replacement text.

It is emphasised that the particular points of criticism are offered with full appreciation of the large and generally well executed task the authors have undertaken. The task must become increasingly difficult as the body of law particularly in such subjects as hire purchase grows.

N. A. Carroll

INDUSTRIAL LAW IN NEW ZEALAND, Volume I, by D. L. Mathieson. Sweet & Maxwell (N.Z.) Ltd., 1970. xlix and 465 pp. (including appendices and index). New Zealand price \$15.00 (cloth), \$13.00 (paper back).

This is Volume I of a two-volume account of Industrial Law in New Zealand. The sheer size of the first volume, and presumably also the second, gives the lie to those who deny that Industrial Law is but an esoteric branch of the law with no justifiable place in a crowded LL.B. syllabus. It may be true, as the author points out in his preface, that