International Commercial Law by **John S Mo** [Sydney, Butterworths, 1997, xxiii + 707 pages, ISBN 0 409 31037 9]

Early in the book, the author attempts to distinguish between international commercial law and international trade law. He states:

> The terms 'international commercial law' and 'international trade law' are often considered to be loosely interchangeable. But they reflect different dimensions, of different aspects, of international commercial or business transactions. 'International commercial law' appears to be wider because of the unsettled meanings of 'commercial law' which is more or less a mysterious term capable of covering anything relating to commerce. 'International trade' in the context of law literally represents a narrower sphere than 'international commerce' [page 23].

The attempt at defining international commercial law provides the parameters for the book which, owing to the width of the definition, has accordingly dictated that "anything relating to commerce" should be included in the text.

In turn, this has resulted in a book that is ambitious, with a wide ranging presentation of international commercial law from an Australian perspective. In certain parts, the book includes a comparative analysis which appears to be based on the author's experience rather than on some considered design. Owing to the all-encompassing nature of the book, a comprehensive review is a tall order as it would require the reviewer to be knowledgeable across an extensive spectrum. Consequently, this review would be limited to some general observations, with reference to an inaccuracy which should be put right.

The book is conveniently divided into seven parts. The first consists of an introduction to the history and basic concepts of the subject, and to conflict of laws. Then the author deals with contracts for the international sale and carriage of goods. Two chapters on the legal issues of international finance and banking constitute a separate part. This is followed by parts dedicated to international insurance and foreign investment law. The final parts examine GATT, WTO and the settlement of international commercial disputes, including a useful chapter on alternative dispute resolution.

The author intersperses the text with short notes of various leading cases. These clearly delineate the facts and the decision, and provide a helpful summary. There is a comprehensive Table of Cases for easy referencing, and included are four Appendices and an Index. To facilitate the quick understanding of the path taken by transactions, the author resorts to visual impact by using diagrams. For example, diagrams are found on page 88 (*renvoi*), page 300 (payment by collection in international trade), page 308 (a normal process of a transaction in international trade) and page 319 (the operation of documentary credit).

In addition, the reader is assisted by the convenient provision of simple explanations and definitions for the multitude of technical terms and expressions which one would expect to find in international commercial dealings. This is particularly helpful in chapter 3 on conflict of laws where several foreign expressions are often encountered; for a change, the reviewer was relieved she did not have to hunt for a legal dictionary or one on foreign words and expressions.

Overall, the book is a sound and concise work from an author who himself has studied and worked in two very different jurisdictions, China and Australia, and the book is obviously enriched by this experience. It would serve as a good text for both law and business students as well as a comprehensive introduction for practitioners.

However, on a closer examination of the book, it is possible to identify areas where the author is very comfortable and one where he is not quite as comfortable. Although it is acknowledged that an author should be given his or her dues for undertaking demanding projects with inclusiveness and breadth as aims, on the other hand, this may sometimes lead an author to bite off more than can be chewed. Happily, in this book, this observation is limited to a miniscule part of the book.

For example, although Chapter 6 on Contracts for the Carriage of Goods by Sea, Air and Land demonstrates the ease with the author is able to discuss sea carriage contracts, he stumbles when discussing air carriage contracts. In fact, it is the opening statement of the section on "Contracts for the carriage of goods by air" which flags the possibility the author may be out of his depth in the discussion on the "Legal framework for the carriage of goods by air" [page 267]. On the whole, the author had been careful to cite sources to support statements made but on this occasion, after stating that

"[t]here are several international conventions regarding the carriage of goods by air" [page 268], he does not immediately enumerate these "several international conventions". When the reader tries to determine what they are, he or she will discover that not all of the conventions which are discussed in the section are relevant to the international air carriage of goods.

This snag is compounded by an inaccurate reference to the 1966 Montreal Agreement which has nothing to do with the air carriage of goods since the Montreal Agreement applies to the air carriage of passengers only. Furthermore, as it is generally accepted that the Warsaw liability regime is complicated, the author should have adopted a narrower focus and ensured that his comments were strictly limited to reflect the title of the topic under discussion, namely, air carriage of goods. He should not have felt bound to present the entire regime in this section. In fact, by his own admission, he states that the Montreal Agreement "was not intended to regulate the liability of carriers for passengers and, therefore, is not directly related to the issues of international commerce with which we are concerned [page 268]." It is this attempt at inclusiveness earlier referred to which sometimes can make an author become unstuck and in this case has been most unfortunate.

On the Montreal Agreement, the author had stated:

> [6.142] There is also the Agreement Relating to the Liability Limitations of the Warsaw Convention and the Hague Protocol (the Montreal Agreement), which was adopted on 13 May 1966. The agreement is not really an international convention in a conventional sense, because it is basically an agreement entered into between the United States and any other country [page 268].

It would appear that when the author could not reconcile the Montreal Agreement and the Warsaw regime, he had arrived at the conclusion that the Agreement was "not really an international convention in a conventional sense". Either the statement contains a typographical error or it is an extraordinary conclusion because any "agreement entered into between the United States and any other country" would, generally speaking, be "an international convention in a conventional sense".

The fact is that the signatories to the Montreal Agreement are the United States (more specifically, its Civil Aeronautics Board) and a number of international airline companies, including Qantas Airways Limited. As such, the Montreal Agreement is a private contract which had been entered into between parties, whose aim is to raise the international liability limits which had been established by contracting states under the Warsaw regime; it is definitely not a convention between states. It would be in this context only that the author's statement that the Montreal Agreement was "not really an international convention in the conventional sense" would have been accurate.

In conclusion, it should be reiterated that the work is ambitious and credit should be given to the author for undertaking such a project. After dealing with the substantive content, there is the tedium of ensuring accuracy in technical presentation which, in a huge project of over 700 pages, is very challenging. This, the author was able to meet and deliver successfully.

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