of the country and to preserve the State. In the exercise of these powers he validated a number of important acts of the dissolved Assembly which had been declared invalid by the court in the earlier cases. He also purported to validate provincial Acts which suffered from the defect of incompetent authorization by the Assembly.

In the third case, *Report on the Special Reference made by His Excellency the Governor-General of Pakistan,* the court upheld this exercise of power. It did so by invoking a doctrine of necessity. As Munir C.J. said: 'We have come to the brink of a chasm with only three alternatives before us: (i) to turn back the way we came by; (ii) to cross the gap by a legal bridge; (iii) to hurtle into the chasm beyond any hope of rescue'. The bridge was found, and students of jurisprudence and constitutional law will find the case of enormous interest. As Sir Ivor Jennings observes 'it appears to be unique in the legal history of the Commonwealth [and] is the application of the common law doctrine of necessity to the conditions of emergency created by decision in *Tamizuddin Khan's* case'. It also contains an elaborate discussion of the prerogative power to summon, prorogue and dissolve legislatures.

The fourth case, *Federation of Pakistan v. Ali Ahmad Hussain Shah* is, as Jennings observes, something of an anti-climax but it has its place as part of the story and provides some further discussion of the doctrine of necessity.

Sir Ivor Jennings, who is beyond doubt the best informed British lawyer on the British Commonwealth in Asia, has written a long and carefully reasoned introduction to the four cases which provides an historical setting for the story, and, notably in *Tamizuddin's* case, examines in some detail the decision of the court below. This is a remarkable book in many ways. The story and the setting of judicial process in the story are fascinating. The cases themselves are of great interest to constitutional lawyers in Australia as elsewhere. The judgments themselves are impressive in their range of learning, argument and style. And the great problem raised by the demands on the law imposed by the extraordinary events of late 1954 is one that will excite and stimulate lawyers and non-lawyers alike.

ZELMAN COWEN

Trade Union Law, by HARRY SAMUELS, M.A., of the Middle Temple, Barrister-at-Law, 5th ed. (Stevens & Sons Ltd., London, 1956), pp. i-xv, 1-71, App. 72-89. Australian price 17s. 9d.

This is the fifth edition of a work first published as recently as 1946. Dealing with the law of the United Kingdom, it treats of the common law and legislation governing such matters as the position of trade unions and their members in the law of contract, their position in regard to civil wrongs, criminal conspiracy and intimidation, the rules of unions, procedure for registration of unions and their property, and their liabilities. The book has been designed for use by British trade unionists and the author has been at pains to be as concise as possible. In avoiding complexity he runs the risk of over-simplification. For instance, in referring to the legal status of a trade union registered under the Trade Union Act, 1871, he apparently accepts *Bonsor v. Musicians' Union*[1] as authority for the proposition that the rules of a registered union form a contract between the union, a legal entity distinct from the members comprising it, and a member.

[1] [1956] A.C. 104.

This work can be of only limited value to practitioners in Victoria. Although the Trade Union Act, 1871, has a Victorian counterpart a negligible number of unions is registered under it. Moreover the Trades Disputes Act, 1906, and the Trade Unions Act, 1913, which account for a not inconsiderable part of this book have not been enacted in Victoria. Quite apart from these reasons, there is a different philosophy pervading trade union law in this country because of the widespread influence of industrial arbitration established primarily to maintain industrial peace in the interests of the community. The establishment of special tribunals for this purpose and the development of their own industrial jurisprudence has meant that regulation of the forces of labour and management has largely been withdrawn from the ordinary courts and the common law. This is in significant contrast to the situation in England as disclosed by this book.

The Table of Cases is not complete. *Lee v. Showmen's Guild of Great Britain* and *White v. Kuzych* are cited on page 12 but do not appear in the table.

H. A. J. FORD

Law of Contract, by G. C. CHESHIRE, D.C.L., F.B.A. and C. H. S. FIFOOT, M.A., F.B.A. 4th ed. (Butterworth & Co., London, 1956), pp. i-lxvii, 1-556. Australian price £3 5s.

With the publication of a fourth edition in eleven years, the authors are more than keeping pace with their chief rival, Anson, which has now the impressive score of twenty.

The new edition serves to confirm the position of this work as the most stimulating student textbook in this field of English law. Its value to the practitioner appears not only from its clear statement of principle, suggestions for future development and reasonably complete citation of authorities, but also from the fact that on a number of occasions already it has been officially adopted in judgments of the courts. See, for example, *Bennett v. Bennett*[1] and *Goodinson v. Goodinson,*[2] where the Court of Appeal approved of the authors' 'tentative classification of illegal contracts into two groups according to the nature of the illegality'—an experiment 'which might otherwise have appeared too rash'.

The changes in the new edition are by no means extensive. The chapter on mistake has again been rewritten—though probably not, the authors warn, for the last time. The classification of mutual, common and unilateral mistake is retained, though the terms have never been used consistently by the courts, even in any one judgment. For example, the recent Privy Council decision in *Sheikh Bros. v. Arnold Julius Ochsner,*[3] a classic example of what Cheshire and Fifoot would call 'common' mistake, is referred to throughout the report as a case of 'mutual' mistake. The authors have added a rather petulant footnote that the distinction, 'though surprisingly often confused both in and out of the reports, is clearly stated in the O.E.D.'.

Australian readers will be pleased to see that *McRae v. Commonwealth Disposals Commission*[4] now rates, in place of a previous mere mention, an extended footnote. But old habits of thought die hard. The authors submit it would not be followed in the English courts. Part of their

[1] [1952] 1 K.B. 249.
[2] [1954] 2 Q.B. 118.
[3] [1957] 2 W.L.R. 254.
[4] (1951) 84 C.L.R. 377.