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of their own industrial jurisprudence has meant that regulation of the forces of labour and management has largely been withdrawn from the ordinary courts and the common law.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.

criticism stems from the difficulty of adjusting the decision with section 6 of the Sale of Goods Act (Goods Act s. 11 (Vic.))—a point which, it seems, has little validity if one is looking to the responsibility of the seller in giving an undertaking to supply the goods in question.

The problems raised by standardized contracts remain largely unanswered, though the references are expanded to include, for example, *Bonsor's* case.[5]

The section on communication of acceptance has been elaborated to take in the recent decision of *Entores v. Miles Far East Corporation* (the Telex case).[6] So, too, in the 'ticket' cases, the authors have enlarged the discussion of the efforts of the courts to narrow the effect of exemption clauses *(e.g. Adler v. Dickson*[7]). The authors confess that recent decisions attempting to evade the doctrine of privity brought them 'as near to disagreement as long and close collaboration could allow'. There is some apparent inconsistency between the dogmatic statement at the conclusion of discussion on exemption clauses (p. 111): 'No stranger may seek the shelter of [the exemption clause's] protection. The proposition is elementary. . . . The wonder is that it should ever have been doubted', and the acceptance of the decision of Devlin J. in *Pyrene Co. Ltd. v. Scindia Navigation*[8] that a third party may 'take those benefits under a contract which appertain to his interest therein'. (But, of course, this is a 'commercial' exception.)

For Australian readers, reference to the third edition will still be necessary for Statute of Frauds problems, since this new edition incorporates the recent Law Reform (Enforcement of Contracts) Act, 1954. This statute abolished the requirement of written evidence in all contracts save 'any special promise to answer for the debt, default or miscarriage of another person'. (The 'interest in land' type of contract had already been removed from the Statute of Frauds and re-enacted in section 40 (1) of the Law of Property Act, 1925.) Is it too much to hope that a similar legislative reform will be effected in Australia in the near future?

F. P. DONOVAN

Law and Orders, by SIR CARLETON KEMP ALLEN, M.C., Q.C., D.C.L., F.B.A. 2nd ed. (Stevens & Sons Ltd.), London, 1956, pp. i-xxv, 1-474. Australian price £2 19s.

The first edition of this book appeared on the eve of the English election of 1945. It was hailed with enthusiasm by the leading organs of the English press and also by a number of the English weekly political reviews. Among the legal journals, *The Law Times, The Solicitors' Journal* and *The Law Journal* welcomed it warmly, while Dr Harold Potter in *The Conveyancer* greeted it with pleasure but counselled a certain amount of reserve. Sir Cecil Carr in the *Law Quarterly Review*[1] and Lord Chorley in the *Modern Law Review*[2] were much less enthusiastic. They drew attention to a number of errors, and also pointed out that the author's picture was unjustifiably grim. A similar warning was given by Professor G. Sawer in the predecessor of this journal;[3] he concluded his review by hoping that there would be substantial revisions should a second edition appear.

[5] [1956] A.C. 104.
[6] [1955] 2 All E.R. 493.
[7] [1955] 1 Q.B. 158.
[8] [1954] 2 Q.B. 402.
[1] (1946) 62 *Law Quarterly Review*, 58-65.
[2] (1946) 9 *Modern Law Review*, 26-41.
[3] (1946-47) 3 *Res Judicatae*, 80-85.