Amendment Act 1937 sets up a parliamentary scrutiny committee.[7] Tasmania has provision in section 47 of its Acts Interpretation Act 1931, similar to that in the South Australian Acts Interpretation Act, with an additional clause inhibiting for twelve months the adoption of regulations to the same effect as any that have been disallowed. The Rules Publication Act 1953 provides for the printing, numbering and publication of 'statutory rules'. Section 36 of the Western Australian Interpretation Act 1918-1957 is again similar to that in South Australia, but allows Parliament itself to amend vary or provide a substitution for any regulation laid before it. A Reprinting of Regulations Act was passed in 1954. Victoria has no general provision for publication, laying-before-Parliament and disallowance, and although many enabling statutes write in the first two requirements, comparatively few give Parliament power to disallow.[8] The (Victorian) Subordinate Legislation Committee Act 1956 (now the Constitution Act (Amendment) Act 1958, sections 351-357) set up a parliamentary scrutiny committee similar to that in South Australia, with terms of reference rather wider than those under which the (Commonwealth) Senate Committee operates.[9]

Even such a brief survey as this, which is confined to the legislation on the matter, reveals the diversity of experience within Australia itself, and suggests just how much more valuable Professor Kersell's comparative study might have been.

ROBIN. L. SHARWOOD*

The Law of Contract, by G. C. CHESHIRE, D.C.L., F.B.A., and C. H. S. FIFOOT, M.A., F.B.A., 5th ed. (Butterworth & Co. Ltd, London, 1960), pp. i-lxix, 1-561. Australian price £3 8s. 6d.

The Fifth Edition of *The Law of Contract* maintains the clarity, vigour and freshness of approach of earlier editions. In this edition the authors have again accomplished the difficult feat of presenting 'today's law today' in a subject which is continuing to develop at a fast rate.

The authors have recognized that one of the most common practical problems today is the identification of the terms of contract and devote forty-four pages to the subject. This section includes a full consideration of the principles which have emerged into a position of importance in recent years as a result of the concern of the courts to avoid the filching of the citizen's traditional rights by the device of the standard form contract. As a result of the decision of the Privy Council in *Sze Hai Tong Bank Ltd v. Rambler Cycle Co.*[1] and similar cases dealing with the effect of a breach of 'fundamental obligation' upon an exemption clause in a contract the authors state with some satisfaction 'It may therefore be

[7] Sawer, *loc. cit.*

[8] Of the 174 Acts in the 1958 Consolidation which contain regulation-making provisions, all but 31 require that the regulations be presented to Parliament, but only 11 contain provisions for disallowance, and 18 contain no requirement for any form of publication or laying-before-Parliament: *Special Report of the Subordinate Legislation Committee,* April 1961. (There is a further provision for parliamentary disallowance in the Legal Profession Practice Act (1958), s. 14 (7), which is not included in the Committee's list.)

[9] Sawer, [1957] *Public Law* 6. The 'terms of reference' which the Senate Committee observes—set out in Kersell's text 32-33—have never formally been imposed upon it, as the author notes.

* LL.M. (Cal.), B.A., LL.B. (Melb.); Barrister and Solicitor; Senior Lecturer in Law in the University of Melbourne.

[1] [1959] A.C. 576.

concluded, with some degree of assurance, that the doctrine, by whatever name it may be called, has been accepted by the courts. . . .' (page 117).

A new section has been included in the chapter on 'The Phenomena of Agreement' entitled 'Constructing a Contract'. In this section are found such cases as *Clarke v. Dunraven*,[2] *Andrews v. Hopkinson*,[3] and cases in which a contractual nexus has been found between members of trade unions and other voluntary associations. The authors comment that the courts 'may be tempted or driven to construct a contract between persons who would seem, at first sight, not to be in contractual relationship with each other at all' (page 50). Of a similar development in the law of tort Rich J. said:

> For the so-called development seems to consist in a departure from the settled standards for the purpose of giving to plaintiffs causes of action unbelievable to a previous generation of lawyers. Defendants appear to have fallen entirely out of favour. In this respect perhaps judges are only following humbly in the footsteps of juries.[4]

It is difficult to avoid the conclusion, though, that the law under the influence of these developments, if less clear, is more fair.

In dealing with illegality, the authors have relied strongly on the masterly rationalization of the subject by Devlin J. in *St John Shipping Corporation v. Joseph Rank Ltd.*[5] This section is probably the clearest exposition of the capricious territory of illegality which has ever been written. Illegal contracts are divided into illegal contracts 'strictly so called' and those 'traditionally so called'. This is an improvement on the division adopted in the fourth edition between illegal contracts 'totally ineffective' and those 'not totally ineffective'. Under that division there is some likelihood of confusion when dealing with the aspects in which 'totally ineffective' illegal contracts were effective.

To end in the spirit of criticism which is the badge of a reviewer, it is noticed that the summary of *Mountstephen v. Lakeman*[6] (page 154) is misleading in suggesting that the contract was not a guarantee because the Board did not become liable. Rather, it was not a guarantee because of the form of the original promise found by the jury.[7]

R. E. McGARVIE*

Federation of Malaya Constitution, by L. A. SHERIDAN, LL.B., PH.D. (University of Malaya Law Review, Singapore, 1961), pp. 1-180. Price not stated.

This is a revised text in book form of a work which originally appeared in instalments in the *University of Malaya Law Review* in 1959 and 1960. The revision states the law as at 31 December 1960. The author is the first Professor and Dean of the Faculty of Law in the University of Malaya in Singapore.

The book consists of a text of the Federation of Malaya Constitution

[2] [1897] A.C. 59. Owners of competing yachts were held to be contractually bound to each other by the club rules governing the race.

[3] [1957] 1 Q.B. 229. Involved a collateral warranty by a used car dealer in consideration for the plaintiff entering into a hire-purchase agreement with a finance company.

[4] *Chester v. Waverley Corporation* (1939) 62 C.L.R. 1, 11-12.

[5] [1957] 1 Q.B. 267.

[6] (1874) L.R. 7 H.L. 17.

[7] *Edwards, Dunlop & Co. Ltd v. Harvey* [1927] V.L.R. 37, 54-55.

* LL.B. (Melb.); Barrister-at-Law; Independent Lecturer in Principles of Contract in the University of Melbourne.