

BOOK REVIEWS

TUTORIALS IN CONTRACT, by John Collinge, B.Litt., LL.B.
Sydney: The Law Book Co. Ltd. 1970. xxxi and 302 pp. New Zealand price \$11.25.

It is always a pleasant task to review a book with a difference; and such a book is Mr Collinge's *Tutorials in Contract*. At least in New Zealand, books designed to form the basis of a course of tutorials are uncommon enough to arouse anticipatory interest.

The title may mystify an English reader, who has come to associate the name "tutorial" with the review and discussion of the weekly essay, so long the standard method of guidance at Oxford and Cambridge. In New Zealand, however, the word has over the years been used to describe a variety of teaching techniques whose only common feature is the small size of the groups involved. Most New Zealand students are in the habit of calling any small group discussion a tutorial.

Courses of this type, if properly conducted, serve several purposes. They ensure that the student prepares for the session and comes to it with an active mind. He gains practice in extracting principles from cases and applying the principles to new situations. In the process he can acquire a reservoir of factual material which is likely to remain with him longer than similar knowledge conned from text books. And a teacher plans his tutorial courses according to the emphasis which he wishes to place on one or more of these objectives.

Mr Collinge has planned each section more or less on the same pattern. He starts by stating a broad proposition, and follows this with an extract from a report of a leading case which supports the principle. Occasionally there is more than one such extract. Then there is a group of short questions designed to check whether the student understands the principle, and a fictitious case is outlined to give him the opportunity of applying his knowledge to a particular situation. Sometimes the facts of this case are from actual cases and the student is referred to the original report.

In addition there are references to other relevant cases and to standard texts. Extracts from some statutes are included and there are one or two pages of text from the author's pen on such topics as the Basis of Contract, and the Concept of Bargain. Altogether an interesting and instructive melange.

One criticism one might offer of the arrangement of material. Each section tends to be identical with the one that preceded it. Variety of course, is the very essence of effective teaching, and to hold students' interest the teacher must keep ringing the changes. Doubtless the author did not anticipate any teacher slavishly following the book in the preparation of a programme of tutorials, but anyone who uses it as the basis of such a programme would do well to use a different approach occasionally, as for instance by presenting students with an extract or extracts from a report and demanding that they formulate the relevant principles themselves.

Some minor criticisms might be offered. The book was presumably intended mainly for the Australian market; but to a New Zealand teacher

the inclusion of only three New Zealand case extracts in a total of 140 is disappointing. Cases such as *Reporoa Stores Ltd. v. Treloar* [1958] N.Z.L.R. 177, *Willetts v. Ryan* [1968] N.Z.L.R. 863, *Coffey v. Dickson* [1960] N.Z.L.R. 1135, and *Wilkins & Davies Construction Co. Ltd. v. Geraldine Borough* [1958] N.Z.L.R. 985 provide excellent material for a tutorial. There is room for a considerable divergence of opinion as to what the House of Lords did decide in the *Suisse Atlantique* case ([1967] 1 A.C. 361), but not all would agree with the proposition that Mr Collinge has extracted (pp. 145, 146). It is not clear what the author intended to accomplish by including *Nagle v. Feilden* [1966] 2 Q.B. 633 in a book dealing with contract, even though it appears under the heading "Non Contractual Restraints". There was no question of a contract in *Nagle v. Feilden*, as Salmon L.J. emphasised (*ibid.*, 652). A teacher would need to make clear to his class the purpose of this section if confusion is to be avoided.

Tutorials in Contract is none the less an excellent production which one can recommend to any teacher. It will save him hours of preparation.

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CRAIES ON STATUTE LAW, by S. G. G. Edgar, C.B.E., M.A. (Cantab.). Seventh edition. London. Sweet & Maxwell 1971. cxix plus 640 pp. (including index). New Zealand price \$27.30.

This new edition of Craies on Statute Law has been prepared by the same editor who produced the previous edition in 1963. The new version is very similar in approach and method to its predecessors.

The merit of Craies has always been in its attempt to deal with principle and to draw out, though often by liberal quotation from the cases rather than by the author's own analysis, the rationale of the rules it discusses. Its original author and successive editors have sought to achieve more than a mere wilderness of single instances. The present edition adequately updates, by reference to appropriate cases decided since 1963, the illustrations and applications of the principles that the earlier editions had stated. The task of bringing up to date appears to have been thoroughly and accurately carried out.

By the time the next edition (which will undoubtedly be called for in due course) comes to be written, greater changes may however be needed. The first edition appeared in 1907, though it was founded upon an earlier work, *Hardcastle on Statutory Law*, which had appeared as early as 1879. Perhaps the time has come when a more severe pruning of some of the older cases might be advantageous. More importantly however, there appeared in 1969, as Mr Edgar notes in his preface, the joint report of the English and Scottish Law Commissions on the Interpretation of Statutes. The adoption of their recommendations would call for changes in the judicial approach to statute law. The Commissioners' basic conclusions, in the form in which they are summarised in the report itself, are quoted by Mr Edgar on page vi, and he notes that in a few cases individual judges have indicated views which are in sympathy with some at least of the recommendations. Notable among these instances is *Letang v. Cooper* [1965] 1 Q.B. 232 in which Lord Denning