in its three parts with the inter-relation, in forming the English legal tradition, of common law, statute law, and equity respectively, is to give not the slightest hint of what is revealed within: the synthetic power associated with a philosophic outlook; the perception of essentials which comes from a knowledge of the dissimiliar; the characteristically French qualities of incisive generalization and happy phrase.

The whole book is full of good and quotable things. Professor Lévy-Ullmann delights the student of jurisprudence by remarking (p. xxxvi) that "that strange and sometimes ironical Fate which at all times and in all places governs legal terminology" has allotted to the word "jurisprudence" a meaning in England which is the exact opposite of that which it bears in France. The student of constitutional history or law will appreciate the observation (pp. 222-3) that whereas to-day the English phrase "the supremacy of the law" means the supremacy of the written law (lex), the phrase in its original use meant something entirely different—the supremacy of unwritten law or the common law (jus). The brilliant summary of the development of Equity (p. 294)—"To ecclesiastical Chancellors Equity owes its formation. To legal Chancellors it owes its transformation"—is only one example out of many.

The chapter on the Books of Authority is perhaps one of the most important in the book. It contains not only a valuable appraisal of Blackstone's Commentaries, but a warning that case law is not enough, and that perhaps the common law tradition has gone too far in its depreciation of the text-book, and in its neglect of synthesis.

Professor Lévy-Ullmann in this book has served practical as well as academic ends. In his view, the task of the twentieth-century jurist is not only to organize a public law for the international community but to elaborate, "in the relations of private individuals, a body of uniform law to govern the business transactions between subjects of different states" (p. liii). The jurist, he says, must aim at the creation of a world-wide body of law by the drawing together of the two original systems, English and Roman, which between them order the affairs of Western civilization. But such a synthesis demands imperatively a deep understanding on both sides of the essentials of the two traditions. This book is a splendid contribution to that great enterprise.

K.H.B.

THE AUSTRALIAN DIGEST.

The Australian Digest 1825-1933. Being a Digest of the Reported Decisions of the Australian Courts, and of Australian Appeals to the Privy Council. Editor in Chief, B. SUGERMAN, LL.B., and with him Joint Editors, Associate Editors, and State Editors. Sydney, Melbourne and Brisbane. The Law Book Co. of Australasia Ltd., 1935. Price, £2/15/- per volume.

The task of the individual who in the past has attempted to investigate thoroughly all the relevant case law on a detailed or rather

obscure point of law has been an invidious one. Decisions of English Courts on any such point could be readily ascertained with the aid of Halsbury and the Digests. But research into Australian case law presented exceedingly discouraging obstacles. For a Victorian practitioner, a perusal of Victorian and Commonwealth digests involved the consulting of numerous volumes, each covering only a few years, with the consequence that the time expended was disproportionate to the importance of the point being investigated, and that there was a constant possibility of overlooking some aspect in the resulting confusion. Judicial decisions of the Courts of other Australian States, the importance of which ranks at least with that of decisions of the Divisional Courts in England, were seldom consulted by the general practitioner, the obvious reasons being that digests of case law of other States were not readily available, and that, even when they were procurable, a perusal of various volumes was again involved. This is one explanation also of the comparatively infrequent reference to decisions of Courts of other Australian States in forensic argument and judicial decisions.

With the publication of *The Australian Digest* 1825-1933, the investigation of Australian case law has been established on the same footing as research into English decisions. The digest, excluding indexes, will be in twenty volumes, which the publishers anticipate will be completed by the end of 1936.

Decisions of the High Court and of all State Courts whose decisions are treated as authoritative are noted under the various titles. Decisions which are on a point of common law, or which interpret a statute of uniform application to all the States, are grouped appropriately under one heading. Where the subject matter is dealt with by varying legislation for different States, confusion is obviated by treating interpretative decisions under a separate heading for each State. On the other hand, these latter groups of decisions are in sequence, thus facilitating the comparison of similar legislative enactments and the decisions on such statutes.

The editors have, in the four volumes published to date, demonstrated the care they have taken to ensure the greatest facilities for the speedy discovery of the point being sought. An examination of such a broad heading as that of Contract in volume 3 reveals a clear logical and yet not too minute subdivision of headings, and on the other hand explicit cross references to other titles where the subject is more conveniently and appropriately dealt with elsewhere. The catchwords used are precise, and, where a case decides more than one point, only the portions of the decision relevant to each particular heading are included, the other aspects being reserved to their appropriate titles.

The volumes are admirably and attractively bound and printed. Both editors and publishers have been unusually venturesome in producing a publication of the size of *The Australian Digest*. The conception of a digest of cases decided by Courts bearing the pecu-

liar relationships of the State Courts *inter se* and the High Court was masterly, and the profession is deeply indebted to the publishers and editors for its consummate execution.

C.I.M.

VENDOR AND PURCHASER.

The Problem of the Defaulting Purchaser. Ed. P. R. WATTS. The Law Book Co. of Aust. Ltd., 1934. Price, 7/6.

Readers of *The Australian Law Journal* will be familiar with a series of articles which appeared in that publication during the seven years prior to 1934 dealing with what the editor has termed "the problem of the defaulting purchaser." Each of these articles aroused considerable interest at the time of its first appearance, and each has had its effect on conveyancing practice and the content of this most difficult section of the law of Vendor and Purchaser.

This branch of the law has presented difficult questions of the utmost practical importance during the years of depression and further, the need for a local examination of aspects peculiar to Australian conveyancing practice has long been felt. The publishers were justified in assuming that the articles in question would acquire an even greater value if collected and published in a more accessible form, and Mr. P. R. Watts, the Conveyancing Editor of *The Australian Law Journal,* has very ably completed the task of editing the collection. Mr. Watts' introduction gives the necessary unity to the chapters which follow, and is in itself a critical essay on certain aspects of a vendor's right.

One would expect the task of collating such a series to be a very difficult one, but the difficulty is not as great as might be imagined for the problems which the authors endeavoured to elucidate were few and constantly recurring. The main difficulty has been to find practical solutions consistent with well established principles.

The subject still suffers from confusion of terms and of substantive law resulting from the fusion of legal and equitable remedies.

In what is perhaps the most valuable contribution of the series Mr. H. Walker considers the several senses in which the term "rescission" is used, and criticizes the failure to distinguish between the remedies which must result from each use. Whenever there is a rescission in the "strict sense" it is implied that there must be a *restitutio in integrum,* but this does not follow in all cases where the term is used, and such cryptic statements as, "The vendor cannot have rescission and at the same time damage for the breach of contract" are quite misleading. Mr. Walker attacks the views expressed in the third edition of Williams on Vendor and Purchaser under this head, and expresses the view that the Victorian cases of *Ward v. Ellerton*[1] and *McGifford v. O'Brien*[2] were decided wrongly, following the traditional confusion. In support of this conclusion he considers the

1. [1927] V.L.R. 264 and 494.
2. [1932] V.L.R. 71.