

what misleading appearance of simplicity and certainty to a field of law which is full of difficulties and subtle distinctions.

The choice between the Cross and Jones format and, say, the new Kenny format is a purely personal pedagogic decision. However, as both have to be supplemented, adapted and varied considerably for conditions in each State of Australia many will find Cross and Jones a sound foundation on which to build.

In sum, the pass student who likes his criminal law "potted" cannot do better than these two books.

NORVAL MORRIS

*Maxwell on the Interpretation of Statutes*, tenth edition by G. Granville Sharp, Q.C., and Brian Galpin, (Sweet and Maxwell Ltd. 1953), pp. cxxxix, 464. Australian price £3 3s.

Little need be said in reviewing the tenth edition of a work as well known and highly regarded as this. Maxwell has long been recognized as the most useful work on the interpretation of statutes—both for the law student seeking a general survey of the subject, and the practitioner seeking the solution to a particular problem of interpretation on a point not covered by a specific text-book.

The new edition adds a table of Statutes, which will be appreciated by practitioners, and incorporates references to some 250 new cases further illustrating the propositions stated in the text. The changes in the text itself are comparatively slight and all the good qualities of earlier editions have been retained.

The appendix now contains the Interpretation Measure 1925 (15 and 16 Geo. 5, No. 1) and the Statutory Instruments Act 1946 (9 and 10 Geo. 6, c. 36) as well as the Interpretation Act 1889 (52 and 53 Vict., c. 63), but these will have no great significance for the Australian reader.

A. L. TURNER

*The Law of Contract*: G. C. CHESHIRE, D.C.L., F.B.A., and C. H. S. FIFOOT, M.A. 3rd Edition. Butterworth & Co. (1952) i-lxi; 1-545 plus index.

In their Preface to the First edition, the learned authors expressed the opinion that the publication of eighteen editions of Anson on Contract had "in some measure impaired its utility" and that "a mode of treatment, apposite some sixty years ago, may be thought out of focus with present needs". With such an opinion this reviewer at any rate is in complete agreement. However, there is no sign of a similar fate as yet overtaking their own work, though this is the third edition in seven years—a fair measure of its popularity and demand, however distressing to those who like to keep their library up to date.

The new material includes a brief account (19-24) of the effect of

modern economic conditions on the law of contract, especially with regard to "mass contracts" or "*contracts of adhesion*"; a brief discussion of the Court of Appeal decision in *Combe v. Combe* [1951] 1 A.E.R. 767 which corrects certain misconceptions regarding the *Hightrees* case [1947] 1 K.B. 130 and clarifies one aspect of consideration; the important case of *Victoria Steam Laundry (Windsor) Ltd. v. Newman Industries Ltd.* [1949] 2 K.B. 528, which restates the principles governing remoteness of damages and reduces them to the one criterion—the reasonable anticipation of the defendant in the light of the circumstances known to him (493); the chapter on mistake has been largely re-written, taking in developments such as *Solle v. Butcher* [1950] 1 K.B. 671, though it still remains one of the less satisfactory chapters in the work. The suggestions of equitable intervention in cases of mistake have not been received with universal approbation; the controversy that has raged round *Hyams v. Stuart King* [1908] 2 K.B. 696 (concerning various devices to recover money won on a wager) was laid to rest in *Hill v. Hill* [1949] A.C. 530 (p. 265 et seq), though this may be of "academic" interest only to Victorians if certain proposed legislation eventuates.

It is pleasing to see that overseas cases and articles are being referred to more frequently in English text-books. *R. v. Clarke* (1927) 40 C.L.R. 227, for example, receives a fairly close analysis in the section on the "reward cases". *McRae's* case [1951] A.L.R. 771 is noted, though without discussion, which, I feel, would have been most valuable.

The additional material has increased the number of pages by some fifty or so, but the work retains its virtues of conciseness and clarity. Its stimulating and critical approach makes it a far more valuable work for the student, and its comprehensiveness and "up-to-dateness" should be of service also to the practitioner.

F. P. DONOVAN

*The Law of Wills*, by S. J. Bailey, M.A., LL.M. (Pitman), pp. xlix, 305. Australian price £3.

The fact that this book is published by a house better known for its connection with shorthand than with law may give rise to the belief that the book is a mere manual for will makers, or a very junior "Jarman". This is very definitely not so. The book is one of a series under the general editorship of Dr. G. W. Keeton, Dean of the Faculty of Law at the University College, London, covering the main legal topics which have been affected by the influence of equity. The scope of the volume under review is not confined to the law relating to the making of wills and their interpretation, but extends to the rules relating to the ademption and satisfaction of legacies, the equitable doctrines of conversion, secret trusts, election and satisfaction, the rules against remoteness, and the administra-