

The latter half of the book is even more practical. There is a generous collection of examples of the various forms used, Annual Returns, Share Certificates, and then detailed advice on such matters as the keeping of Minutes, the advantages of loose-leaf minute books, and how to circumvent the Court's disapproval of same by (for example) using "catchwords". [This is not so footling as it appears, since in several cases, the use of loose-leaf minute books has been held not to be sufficient compliance with the Companies Act.]

A list of Appendices contains the Costs of Registration in the different States and a collection of the Statutory Provisions in those States affecting Proprietary Companies (though with no indication of the title, etc., of the Act concerned).

In all, a lucid, practical, readable and valuable book for anyone connected with Proprietary Company administration and also a useful reference for lawyers as to the everyday workings of such companies.

F.P.D.

*The Law of Municipal Contracts with Annotated Model Forms*, by Charles S. Rhyne, National Institute of Municipal Law Officers, Washington D.C., U.S.A., pp. 192, price U.S. \$7.50.

For those who have, from time to time, occasion to pave a side-walk, Rhyne's *Municipal Contracts* may prove a useful stepping-stone.

The task to which the learned author has addressed himself has been the securing, through contractual means, of that degree of competence in performance and purity of motive, which is required from those who undertake major constructional work for public bodies. It may be doubted whether it is within the capacity of words to compass these ends, but nevertheless the attempt to do so must be made.

The excellence of the precedents contained in the book consists in the efficient supervisory machinery which they establish; for, with contracts of this type, it is not the ultimate theoretical right of action which a party possesses which is of value, but the scope allowed for a regulated form of self-help while the contract is still afoot, in the event of defective or dilatory work.

The book deals with the preliminaries to the contract such as bidding—i.e., tendering, advertisements for bids, prequalification of bidders, and then proceeds to set out a pro forma contract to which, in subsequent chapters, are appended annotations and special conditions suitable for particular circumstances. The contract states the obligations of the parties in fifty-four articles, which are in a narrative form. The paragraphs in each article are not numbered or lettered. Nor are recitals employed at the commencement of the contract. Instead, Article I provides that "the following shall be deemed to be part of this contract", and then sets out a list of such

things as the resolutions of the city, the proposal for bids, instructions to bidders, specifications and drawings. While this method of presentation gives the contract a foreign appearance to the Australian reader, this is largely superficial, and it is at least a reminder that Butterworth's *Encyclopaedia of Forms and Precedents*, enshrining the Lincoln's Inn style of drafting, is not everywhere regarded as the final arbiter of taste.

P. A. WILSON

*The Law of Agency*, by Raphael Powell, Sir Isaac Pitman & Sons, 1952, pp. xliv: 35s. £3.

*The Principles of Agency*, by Harold Greville Hanbury, 1952, pp. xviii: 237, Stevens & Sons Ltd., £1 14s. 6d.

The law of agency may be likened to a swamp draining off the seepage from the main stream of the law; a legal Slough of Despond. "As the sinner is awakened about his lost condition there arises in his soul many fears and doubts, and discouraging apprehensions, which all of them get together and settle in this place". Branches of the law as diverse as contract, tort, crime, real property and evidence all carry with them their residual problems of agency. Because of this Professor Powell in his preface expresses doubt whether any man can be sufficiently versatile ever to write a perfect book on Agency. Still the books have been written and Professor Powell's book is as near as may be to perfection; Professor Hanbury has not had perfection as his object.

Despite the residual character of the law of agency it also has a life of its own. A century ago it must have been a very active life with the agent looming as large in commerce and the law as does the company today. Of the cases cited in both the above works a substantial majority date from the first three quarters of the nineteenth century; a disproportionate number in relation to the length of English Legal History. This is no doubt because that period covered the hey-day of British Mercantilism when the products of the Industrial Revolution were making their way onto the markets of the world. Corporate organization was then all but unknown; business administration was in its infancy; means of communication difficult and costly; and it was frequently only through the ubiquitous agent, earning his reward from commission that business transactions could be carried on.

But the agent today has become a member of a depressed class, at least in the field of legal theory. The middleman has been cut out. With the exceptions of the Estate Agent and the Stock Broker he has lost much of his former importance in the world of affairs and hence the law. Many things have contributed to this. The enactment of the Companies Acts has permitted an increase in the size of business organizations enabling them to carry out through their