principle, which accorded with Mr. Ruoff's mirror principle, was almost immediately modified to add to the number of cases in which an unregistered interest could be enforced against a registered proprietor; and the essential feature of the system came to be, not the mirror principle (which so far as it survives brings more trouble than advantage), but the curtain principle, in accordance with which the purchaser need not look behind the register, but acquires such title as the register and his dealing appear to authorise, even though the vendor's registered title was previously open to attack. In dealing with the curtain principle Mr. Ruoff mainly concerns himself with advocating a clearer register and more ready discovery of the full state of the title; and in effect he advocates provision of a service by the Titles Office by which a prospective dealer may be given the result of an official search, and be indemnified out of the Assurance Fund in case of official error. He is also in this connection, and in connection with the insurance principle, critical of the official attitude which burdens the land-dealing public with requisitions and other restrictive practices designed to protect third parties who often do not need the protection, and to keep the Assurance Fund in (quoting Mr. Baalman's striking phrase) a state of "indecent solvency".

Thus in most of his essays Mr. Ruoff is mainly concerned with the practical working of the system. What he argues for is a speedy sympathetic service to the public from the Titles Office. "I believe," he says, "that the customer's requirements should receive consideration first, last, and all the time. This proposition means that there must be a business-like system, used in a business-like way by the lawyers, and administered as a business-like undertaking by the public officials who have the privilege and responsibility of serving the man in the street who seeks registration." He recognises that a readiness to serve the customer quickly with what he wants may lead to more error than occurs under a system administered with cautious deliberation in accordance with a mass of rules designed to prevent any repetition of errors that have once occurred. But the Assurance Fund exists to remedy errors, and the cost of occasional errors is far less than the total of additional costs imposed on all dealings by requirements designed to prevent these errors.

Mr. Ruoff's suggestions cannot be dismissed as impracticable, for, particularly in his final chapter, he shows that the principles he advocates are in fact applied in the English system which he helps to administer.

W. N. HARRISON.*

A Casebook on Contract, by J. C. Smith, M.A., LL.B. and J.A.C. Thomas, M.A., LL.B. London, Sweet & Maxwell, Ltd., 1958, Sydney, Law Book Co. of Australasia Pty. Ltd. xii and 483 pp. (£3/3/- in Australia).

The authors of this Casebook are to be congratulated on their initiative and courage in an experiment which will be of considerable interest to all law teachers in the British world. The American "casebook system" of teaching is now tolerably well-known to most academic lawyers, and in this place it is only necessary to refer briefly to the salient features of this technique. First, instruction is given in a process of class discussion by the so-called Socratic method, the student being led to a grasp of principle in response to a process of questioning by the teacher on the case under discussion. Second, such a technique necessarily involves the use of case-books to enable the student to prepare for the class discussion and for use by him in such discussion. In some case-books, each group of cases selected to illustrate a particular principle or set of principles is prefaced by introductory material

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either written by the author himself or consisting of extracts from text-books and periodicals, and material of this last kind is also interpolated amongst the cases. To the observer trained in the English tradition, such material when constructed of extracts from other works presents rather an uncouth appearance, and in the opinion of the reviewer the best case-books are those in which the compiler presents additional material in his own language, supplementing it by references in the usual way.

It is also customary to include in the books exercises in the form of questions for the reader. Third, in order to achieve a satisfactory exposition of a connected body of principles by this method, American experience has found it necessary to include a very large number of cases, in some cases with the addition of a considerable volume of supplementary text.

As a teaching technique, the system has considerable merits in stimulating a proper intellectual activity not only in the students but in the teacher; but, without attempting any judgment on the final balance, it is at the price of some disadvantages. The pace in class is necessarily slow in proportion to the time devoted to each case. This can be overcome to some extent by the lecturer mixing straight exposition on the lecture pattern with the class discussion, but there is also a temptation to prune and compress unduly the cases cited, without cutting down their number, and in the case of authors citing extracts from other sources, similarly to prune these. It is, however, still necessary to include a large number of cases for the reason given above, and the result is that the American case-book usually runs from 700 to 1,000 royal octavo pages. Such books are of course costly, a factor which has to be given very serious consideration when production for British use is contemplated.

On this system the reviewer would make three comments: (a) If a coherent and rounded account is to be given of a portion of the law which consists of inter-related principles, the discussion technique must be supplemented by some exposition by the teacher on the traditional pattern, some of which should be included in the case-book. (b) Provided that the author does not unduly limit the material either by restricting the number of cases selected or by an excessive compression of the individual cases selected, the case-book is a valuable teaching instrument *in the hands of the author himself*. In such circumstances it is at lowest a limited printed exposition of his range of teaching knowledge, and any deficiencies and omissions may be corrected and supplemented in the course of oral exposition. The reviewer is, however, much less confident of the value of such a work when used by teachers other than the author. (c) Undoubtedly the cases most suitable to the case system of teaching, and hence for inclusion in a case-book, are the "atypical" cases; and the American scholar, much less fettered by the principle of *stare decisis*, has a much freer hand in the selection of cases than his British colleague.

In appraising the book under review in light of these comments, it is emphasised at the outset that if this last mentioned opinion (or prejudice) of the reviewer, which prefers to limit the use of a case-book to its author, is accepted, the book under review can only be subject to any proper and fair criticism when it is used as a teaching instrument by the authors themselves. It therefore follows that the criticism to be made immediately is restricted to the potentialities of the book when prescribed for use by other teachers.

It is a reasonable conjecture that the publication costs, taken together with the limited resources of potential purchasers, have led the authors drastically to limit their book to dimensions no more than half those of the American prototype. In so doing they have, in general, avoided an undue curtailment of the number of cases selected, although the reviewer does not like to see *Simpkins* v. *Pays* (1955) 3 All E.R. 10, and *Davis* v. *Fareham U.D.C.* (1956) A.C. 696, mentioned only in a brief note of reference. In order to achieve

a reasonable spread of cases, the authors have limited themselves to the main rubrics of Formation of Contract, Consideration and Privity of Contract, Capacity to Contract (in which infants' contracts only are treated), the Nature and Extent of Contractual Obligations, Remedies of the Injured Party (which includes the topics of Misrepresentation and Undue Influence), and Unenforceable Contracts. The selection of cases is good, although limitations of space and the inevitable British respect for authority probably prevents the authors from entirely making good their claim that they have selected not so much "leading" as "discussion" cases. The inclusion of the few Commonwealth and American cases is to be commended.

The book, however, has some defects arising from compression, which may be harmful even to the authors' own students, and, in the reviewers opinion, make it a doubtful and possibly a dangerous instrument when prescribed for study elsewhere. These defects fall under two heads; (a) The introductory and interpolated material, consisting sometimes of short notes written by the authors, and in other instances of very brief extracts from other sources, is so scanty as to be of negligible value in spite of some skill in its selection. Perhaps nothing would have been lost by the entire omission of this material, and there is no doubt the work would have been greatly improved if the authors had cast this material in their own language. Chapter 13, dealing with Initial Impossibility and Mistake, where the interpretation of the cases presents the student with special difficulties, is presented without any ancillary matter of any kind. (b) A more serious criticism arises because the authors have found it necessary to abbreviate many of the cases selected, and some are reduced to the barest summary. In some cases, e.g. the almost incredible compression of the decision in *Tulk* v. *Moxhay* to a sentence, this may actively mislead the student, and in other cases the effect may be either to deprive the material of much of its value in its primary use in the case-method system of teaching. A further risk is that such compression may provide the student with simple formulae which, when memorised, exempt him from the necessity of reading the case at all.

These defects, however, as was observed earlier, are probably attributable to publishing costs, and the reviewer congratulates the authors, and with them the Nottingham Law School, and expresses the hope that the experiment will be continued in a further and expanded edition.

K. O. SHATWELL.*

Legal Personality and Political Pluralism, edited by Professor Leicester C. Webb, Melbourne, Melbourne University Press, 1958, xvi and 197 pp. (£1/10/-).

This is a volume of eight essays, by six different authors. As its title indicates, it has two main strands, legal and political. Its starting point is what Professor Derham calls "the great nineteenth-century argument over the nature of legal personality". In Western Europe the notion of the legal personality of groups developed partly as a device by which medieval Church and later post-Reformation State could assert their authority, by claiming the right to determine what other groups should be recognised, and on what conditions. By the nineteenth century, economic groups were the ones mainly involved. In England, the 1862 Companies Act extended the status to companies, on fairly liberal terms. Trade unions had to wait a little longer; but the 1871 Trade Union Act gave them many of the privileges of a corporate body, without incorporating them.

The orthodox view of English lawyers, restated by Blackstone, was that

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