opinions of all commentators are avidly sought even if judges seldom appear to refer to them. Blakeney takes a degree of delight in complex language and expression, sometimes at the expense of simplicity in areas where very clear, simple analysis would be beneficial.

A note to the publisher: if Legal Books wishes to dent the Australian legal publishing market, it really must employ a proof reader; the number of typographical errors in the book is excessive. It should also consider larger print size, darker print and, in a book intended to be used as a practitioner's tool and a reference work, the positioning of notes at the end of each page or in the text itself.

Practitioners will benefit greatly from the collection of detailed analysis of the section but some may find this book too academic in that it indulges the author's interest in the wide variety of opinions on all these issues. The academic reader may find it somewhat brief on the conceptual issues of the economics of price discrimination, the anti-competitive impact of discrimination and the justification for the section in Australia. More importantly, the book advances the learning on the section substantially and demonstrates that in the trade practices field in Australia there is no lack of competition between writers on the subject; competition law is certain not to become an oligopoly as long as writers of the calibre of Blakeney continue to devote their energies to it.

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FOOTNOTES

1 (1983) A.T.P.R. 40-376.
2 (1976) 25 F.L.R. 169.

Remedies, by BRUCE KERCHER, B.A., LL.B. (Syd.), LL.M. (N.S.W.), Lecturer in Law, Macquarie University and MICHAEL NOONE, B.A., LL.B. (Melb.), LL.M. (Lond.), Senior Lecturer in Law, Macquarie University. (The Law Book Company Limited, Sydney, 1983), pp.i-xxxvi, 1-408, with Table of Cases, Table of Statutes, Table of Rules and Index. Cloth recommended retail price $38.00 (ISBN 0455 204 454). Paperback recommended retail price $28.00 (ISBN 0455 204 462).

The law of remedies, explain the authors, is concerned with the means of redressing or preventing infringements of rights (page 1). With this general concept in mind, they give an account of actions for the recovery of debts, and actions for damages both for breach of contract and for various torts. The discussion of damages makes up the largest segment of the book. Under the heading "Consumer Remedies", they discuss Commonwealth and State legislation dealing with procedures for mediation and for consumer claims tribunals, and laws on misleading and unfair conduct, sale of goods and consumer protection legislation,

manufacturers' liability and the Contracts Review Act 1980 (N.S.W.). Equitable remedies appear in Chapter 6, one of a group of chapters headed "Remedies for Breach of Contract", though the chapter occasionally treats non-contractual equitable remedies, such as the *Anton Piller* order (pages 147-150), the basis for selection of which is not apparent to this reviewer. Equity crops up fleetingly elsewhere: the more substantial occasions appear to be the two and a half pages on equitable remedies for physical damage to land (pages 233-235) and the three pages on confidential information (pages 291-293). Notwithstanding the authors' ambitious claim to deal with the "full range of remedies which contemporary Australian contract and torts law makes available to protect business, employment and domestic interests from unlawful interference" (preface, page vii), the treatment of equitable remedies is limited. There is no treatment, for example, of equitable proprietary relief by way of equitable lien or specific order, nor of account, discovery or receivership.

The lawyer who seeks a survey of some rapidly changing fields of law will find this work very useful. The reviewer, for example, appreciated the opportunity to catch up on developments in the assessment of damages, where he professes no expertise. However, both the academic specialist and the practitioner who seek a comprehensive discussion of a troublesome point of law, will probably find the book inadequate. In areas of Equity of interest to the reviewer, difficult and unresolved issues are frequently handled by referring the reader to other works.[1] The discussion of equitable remedies is at all times too brief to be penetrating.

How useful is this book for the law schools? Courses on Remedies are no longer a novelty in the Commonwealth. They are most successful, in this reviewer's submission, where certain conditions are met. Students must come to the course with a grounding in the doctrines and subject-matter of the law. The instructor can then assume legal knowledge, and work to achieve insights that can be gained by reorganising familiar material according to new themes and principles. At a theoretical level, it is extremely important to explore the extent to which disputes should be resolved by satisfying expectations, justifying reliance, compensating for foreseeable loss, restoring benefits unjustly received, or by setting a prophylactic standard of behaviour without regard to actual expectations, reliance, benefit or loss. Sometimes a field of law is in turmoil precisely because a choice must be taken as to the basis on which relief is given, and the courts have perceived neither the alternatives nor the need to choose between them. Problems at this level may be identified in the law of fiduciary duty, constructive trust and proprietary estoppel, as well as in the assessment of damages for breach of contract and tort. Such a course on Remedies would obviously contain a large measure of theory, case law being used as a laboratory in which theories are tested empirically. The reviewer has encountered courses of this kind in Canada and the United States and sometimes very similar activities are pursued (in those countries and elsewhere) in courses bearing a different title, such as "Restitution". In a sense, the title of the course is unimportant unless it is allowed to imply a restriction. Clearly, however, such a course requires teaching materials which emphasise its theoretical components.

Remedies would be of limited use to the students and instructors in such a course. To the extent that it is a survey of the law, the book is no more than a preface to

the kind of course presently envisaged. Insofar as it presents an "interests" theory of remedies (pages 4-5, 55-82) the book would be of relevance. But the authors do not fully develop their theory, and seem to use the expression "interests" in more than one sense.[2] They rely heavily on Fuller and Perdue's distinguished article,[3] but do not systematically update it. For instance, though Professor Atiyah's work[4] is controversial, it is hard to justify the absence of any theoretical discussion of it in connection with the respective roles of expectation and reliance.

One occasionally encounters a different kind of Remedies course. This is a course in which the instructor takes responsibility for introducing students to substantial tracts of law with which the students are not previously familiar. It is hardly appropriate to have a full discussion of the advantages and disadvantages of such a course in this book review. It is evident, however, that if the course is to be comprehensive of the assessment of damages, consumer remedies and equitable remedies, it must be either relatively superficial or extremely large. It is also likely that the theoretical insights attainable in a course of the other kind will be wholly or partly lost.

Kercher and Noone's book seems to be designed for a course of this latter kind. Its primary shortcomings may ultimately be attributable to the deficiences of the course design.

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FOOTNOTES

1 See *e.g.*, pages 127, 128, 133, 136, 139, 142, 145, 151, 154.
2 *Cf.* page 4, where "interest" seems to be related to capacity and injury, with page 55.
3 L.L. Fuller and William R. Perdue, Jr., "The Reliance Interest in Contract Damages" (1936-37) 46 *Yale L.J.* 52.
4 See especially P.S. Atiyah, *The Rise and Fall of Freedom of Contract* (1979) and *Promises, Morals and Law* (1981).

Law and Social Change in Papua New Guinea, edited by DAVID WEISBROT, B.A. (Hons), J.D., Senior Lecturer in Law, University of New South Wales, ABDUL PALIWALA, LL.B., Ph.D., Lecturer in Law, University of Warwick and AKILAGPA SAWYERR, LL.B., LL.M., J.S.D., Professor of Law, University of Papua New Guinea. (Butterworths Pty Limited, 1982), pp.i-xxix, 1-319, with Table of Cases, Table of Statutes, Bibliography and Index. Paperback recommended retail price $32.50 (ISBN 0 409 30918 4).

In July 1974, the year before Papua New Guinea's independence, John Kaputin, Minister for Justice in Somare's new government, rose to address 200 practising lawyers gathered from Australia, New Zealand and the Pacific Islands at the formal opening of the first Fiji Law Convention in Suva's Town Hall. The dark-suited