concluded, with some degree of assurance, that the doctrine, by whatever name it may be called, has been accepted by the courts. . . .' (page 117).

A new section has been included in the chapter on 'The Phenomena of Agreement' entitled 'Constructing a Contract'. In this section are found such cases as *Clarke v. Dunraven*,[2] *Andrews v. Hopkinson*,[3] and cases in which a contractual nexus has been found between members of trade unions and other voluntary associations. The authors comment that the courts 'may be tempted or driven to construct a contract between persons who would seem, at first sight, not to be in contractual relationship with each other at all' (page 50). Of a similar development in the law of tort Rich J. said:

> For the so-called development seems to consist in a departure from the settled standards for the purpose of giving to plaintiffs causes of action unbelievable to a previous generation of lawyers. Defendants appear to have fallen entirely out of favour. In this respect perhaps judges are only following humbly in the footsteps of juries.[4]

It is difficult to avoid the conclusion, though, that the law under the influence of these developments, if less clear, is more fair.

In dealing with illegality, the authors have relied strongly on the masterly rationalization of the subject by Devlin J. in *St John Shipping Corporation v. Joseph Rank Ltd.*[5] This section is probably the clearest exposition of the capricious territory of illegality which has ever been written. Illegal contracts are divided into illegal contracts 'strictly so called' and those 'traditionally so called'. This is an improvement on the division adopted in the fourth edition between illegal contracts 'totally ineffective' and those 'not totally ineffective'. Under that division there is some likelihood of confusion when dealing with the aspects in which 'totally ineffective' illegal contracts were effective.

To end in the spirit of criticism which is the badge of a reviewer, it is noticed that the summary of *Mountstephen v. Lakeman*[6] (page 154) is misleading in suggesting that the contract was not a guarantee because the Board did not become liable. Rather, it was not a guarantee because of the form of the original promise found by the jury.[7]

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Federation of Malaya Constitution, by L. A. SHERIDAN, LL.B., PH.D. (University of Malaya Law Review, Singapore, 1961), pp. 1-180. Price not stated.

This is a revised text in book form of a work which originally appeared in instalments in the *University of Malaya Law Review* in 1959 and 1960. The revision states the law as at 31 December 1960. The author is the first Professor and Dean of the Faculty of Law in the University of Malaya in Singapore.

The book consists of a text of the Federation of Malaya Constitution

[2] [1897] A.C. 59. Owners of competing yachts were held to be contractually bound to each other by the club rules governing the race.

[3] [1957] 1 Q.B. 229. Involved a collateral warranty by a used car dealer in consideration for the plaintiff entering into a hire-purchase agreement with a finance company.

[4] *Chester v. Waverley Corporation* (1939) 62 C.L.R. 1, 11-12.

[5] [1957] 1 Q.B. 267.

[6] (1874) L.R. 7 H.L. 17.

[7] *Edwards, Dunlop & Co. Ltd v. Harvey* [1927] V.L.R. 37, 54-55.

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together with annotations and a commentary. It is in comparatively small compass; it does not, unlike *Quick and Garran,* give a history of the events leading up to the enactment of the constitution; the examination of particular provisions does not include discussion of *travaux préparatoires* such as the proposals of the Reid Commission, and the examination and discussion of comparable provisions in other federal and *quasi*-federal constitutions is laconic, and very selective.

From the form of the work it is apparent that Professor Sheridan intended it to have a distinctively practical value and purpose, which is to provide a guide to the constitution and its interpretation for lawyers and judges in Malaya. That Professor Sheridan has found time to do this while he has been fully extended in establishing the Law School of his University is a tribute to his energy and sense of purpose.

The book will also repay study by students of federal constitutional law and government elsewhere. Australia made some contribution to constitution-making in Malaya; Sir William McKell was a member of the Reid Commission and there is evidence of study of Australian precedent in the text of the Malayan instrument.

One of the most interesting provisions of a general character in the Malayan constitution is Article 4 (3) which provides that the validity of any law made by the Central or by any State legislature shall not be challenged as *ultra vires* except (a) if the law was made by the Central parliament, in proceedings between the Federation and one or more States; (b) if the law was made by a State legislature, in proceedings between the Federation and that State. When one has regard to the course and procedures of judicial review in Australia, it is obvious that this drastically restricts judicial review, and the scope and operation of the clause is examined in an interesting note by the author (pages 6-9). He argues very plausibly for a restricted interpretation of the clause so as to allow some scope for constitutional challenge by individuals, notably in cases where fundamental liberties have been infringed.

Within a modest compass, Professor Sheridan has performed a very useful task both for the legal profession of Malaya and for students of federal constitutional law generally. ZELMAN COWEN*

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Snell's Principles of Equity, by R. E. MEGARRY, Q.C., M.A., LL.D., and P. V. BAKER, B.C.L., M.A., 25th ed. (Sweet & Maxwell Ltd, London, 1960), pp. i-cxxxvi, 1-642. Australian price £3 10s.

The earlier editions of *Snell* have established it in England as a leading student's textbook which is also well thought of by practitioners and the courts. It deals with a large proportion of the wide range of subject-matters in respect of which courts of Equity have made a contribution in the course of the development of the English legal system. This broad pattern has been maintained in the present edition which includes chapters on such subjects as mortgages, pledges and liens, suretyship, penalties and forfeitures, persons under disabilities, set-off and appropriation, administration of assets (including a treatment of *donationes mortis causa*) in addition to those dealing with what might be described as the solid core of equity: equitable maxims and doctrines, trusts and trusteeship, and equitable remedies.