

throughout there is a smooth readability that counts for much in this kind of book.

The point of the present criticism is only that "this kind of book" — a student's handbook of some elements in the English cultural stream as relevant to law — is not the kind of book that Dowrick seems to have set out to write. And to this we add the rider that in our reluctant view, the kind of book he set out to write simply cannot be written.

A. R. BLACKSHIELD*

An Analytical Guide to Contract and Sale of Goods, by R. A. Samek, Sydney. Law Book Co. of Australasia Pty. Ltd., 1963. xiv and 198 pp. with Index. (£3/0/0 in Australia.)

This is a book containing case and statutory materials, problems and questions designed to test the student's grasp of the elements of the law of contract and of the related fields of sale of goods, hire purchase and negotiable instruments. Approximately half the text is devoted to the general law of contract and the remainder sets out the more important provisions of the Goods Act, 1958 (Vic.), the Hire-Purchase Act, 1959 (Vic.) and the Bills of Exchange Act, 1909-58 (C'wth.) with explanatory footnotes and questions for discussion. In the section dealing with the Goods Act there are, in addition, some case materials similar to those found in the first half of the book.

The author's aims, as set out in the preface, have been to provide a body of materials suitable for an introductory course in commercial law, to train students in applying the materials to new fact situations, and to stimulate the student's critical faculty. In this, he has largely succeeded, although some criticism can be levelled at his selection of cases and the treatment of the various topics. As Mr. Samek points out, the book is not intended to be self-contained and should be used in conjunction with text books, and many of the questions presuppose a more than passing acquaintance with the principles of contract law. The questions themselves (many of them based on leading decisions) are of varying degrees of difficulty ranging from elementary matters to quite difficult and thought-provoking problems.

This is a book intended to be used in an introductory course in commercial law and it may be prudent, therefore, to explain the meaning of bailment (p. 33), or infant (p. 66), or *per curiam* (p. 10), or even to indicate that C.L.R. means a High Court decision and A.C. a decision of the House of Lords (but will the student realize the significance of the absence of the letters "H.L." in the citation to *Grant v. Australian Knitting Mills Ltd.*¹ (p. 124) ?). It may be doubted whether it is appropriate in such a work to include a technical explanation of the mistaken identity cases (p. 41) or to suggest that a distinction can be drawn between the "essence" test and "the main object" test as a criterion for marking off a contract for work done and materials supplied from one for sale of goods (p. 105).

While any attempt to compress materials on the law of contract and commercial law into 198 pages must inevitably mean a drastic pruning both of the cases to be used and of the scope of the work, there are decisions which this reviewer would have liked to have seen included, and there are topics which could have had fuller treatment. Thus, the difficult topic of mistake is dealt with too concisely (and why link mistake as to identity with the doctrine of

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¹ (1936) A.C. 85.

privity under the heading of "Parties to the Contract"?), and the consequences of illegality are given very short shrift with but half a page of text and no reference to any authorities at all, let alone to such cases as *St. John Shipping Corp. v. Rank*.² The doctrine of promissory or equitable estoppel stops short at *Combe v. Combe*,³ and there is no reference to later developments or to any Australian authorities on the point. Indeed, it is regrettable that throughout the book there are so few Australian cases referred to, and after all, this book is primarily written for Australian students.

Other notable omissions include such cases as *Scruttons Ltd. v. Midland Silicones Ltd.*,⁴ *Angel v. Jay*,⁵ *Leaf v. International Galleries*⁶ and *Ashford Shire Council v. Dependable Motors Pty. Ltd.*⁷ (surely an excellent case for discussion). Again, it would have been helpful to the non-Victorian reader if Mr. Samek had indicated that no other Australian State had enacted legislation similar to the Frustrated Contracts Act, 1959 (Vic.), and that no market overt existed in New South Wales and Queensland.

The book is attractively presented and, apart from one error in the text on p. 74 and one on p. 125 and a wrong reference in a footnote on p. 106, the proof reader appears to have done an excellent job.

All in all, this book would appear to be most useful in the teaching of commercial law to commerce students. It will also be useful to the teacher engaged in seminar work in the university law schools, although it will need to be considerably supplemented. There is insufficient case-material and insufficient coverage of the various topics for the needs of the law student, although it will help him to have some of the more important statutory provisions used in his course available together and the section on Bills of Exchange will assist him in understanding a difficult branch of the law.

K. C. SUTTON*

Motiv und Schuld, by Professor Friedrich Stumpf. Vienna, Verlag Franz Deuticke, 1961. vii and 76 pp.

This book, small in size but dense in thought, is written by a distinguished Austrian psychiatrist who deals with problems of both juristic and psychiatric interest. It is reviewed here to draw attention also to the series of monographs which it initiates. In Anglo-American legal scholarship there must be very few indeed who would be capable of fully understanding and appreciating it, for the book makes an ample and uninhibited use of rather esoteric psychiatric terminology and of German philosophic parlance. Unfortunately it does not provide a glossary and a glossary is badly needed, especially by those who are strangers to the Continental fundamental thought and its expression. Nevertheless the leading ideas of the author can be traced by the general juristic or jurisprudential reader (in which class the reviewer places himself), who should be able to recognize the informative, illuminating, and thought-provoking value of the book, especially for those who are equipped with the tools of thought of Professor Stumpf's school of psychiatry.

In the editor's Preface, Professor R. Lange introduces the series of the monographs by pointing out the need not only for a better elaboration of old

² (1957) 1 Q.B. 267.

³ (1951) 2 K.B. 215.

⁴ (1962) A.C. 446.

⁵ (1911) 1 K.B. 666.

⁶ (1950) 2 K.B. 86.

⁷ (1961) A.C. 336.

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