

LAW OF CONTRACT. By AVTAR SINGH. (4th Edition). [Lucknow: Eastern Book Company. 1985. xlix + 521 pp. Hardcover: Rs. 65.00].

THIS is the fourth edition of a book which was first published in 1973. It has presumably proved popular and it is not difficult to see why. Dr Avtar Singh has written a clear, simple and highly readable introduction to the subject. A wealth of material is crammed into just over five hundred pages. Following the structure of the Indian Contract Act, the book includes chapters on quasi-contracts, contracts of indemnity, guarantee, bailment, pledge, and agency. Copious reference is also made to English as well as to Indian cases and statutes even where the law is different in the two countries.

However, a price has to be paid for covering so much ground. Inevitably the author is forced to gloss over or oversimplify difficult subject matter. Dr Avtar Singh adopts what might be termed a “digest” technique of allowing the cases to speak for themselves. A sentence of introduction is followed by a summary of a case on the subject, which in its turn is followed by another introductory sentence and another case. This approach is not original to Dr Avtar Singh, but one wonders whether it is appropriate to a student textbook. The less than conscientious student is liable to conclude to his peril that, so long as a case is summarised in Avtar Singh, he needs not bother to read it. The author spends little time analysing the cases, preferring to move on to the next case illustrating a slightly different point. In an area like that of mistake, where the cases are difficult to reconcile, this approach is at its most ineffective. Dr Avtar Singh’s student readers would undoubtedly appreciate some more guidance.

The book is marred throughout by editing and typographical errors. By way of illustration in chapter 2 we are informed on more than one occasion that acceptance of an offer must be manifested by an “over act”. In chapter 3, the subheading “promissory estoppel” appears on page 61, but this topic is not in fact discussed until page 91 where the subheading appears again.

One particularly serious omission in the text must be pointed out. The author devotes twenty pages to a review of the problems of standard form contracts in the course of which he discusses the theory of fundamental breach by reference to the English cases on the subject. His view is that “[w]here as a result of the breach, the injured party rescinds the contract, all the exemption clauses will fall with it. But if he treats the contract as subsisting and wants only to be compensated, it will be a matter of construction whether the type of breach which has occurred will be covered by the exemption clause or not”.<sup>1</sup> The *Suisse Atlantique*<sup>2</sup> case and *Harbutt’s “Plasticine” Ltd. v. Wayne Tank & Pump Co. Ltd*<sup>3</sup> are discussed and the author expresses the opinion that “these two cases were not contradictory, but are reconcilable” (sic).<sup>4</sup> There is no mention anywhere in the book of *Photo Production Ltd. v. Securicor Transport Ltd.*<sup>5</sup>

In spite of these defects this book may well be of value to the local lawyer if read with care. The Malaysian Contracts Act is based on the Indian Act and this work may serve to open the door to the wealth of Indian case law, which is of persuasive authority in construing the Malaysian Act. To the Singapore lawyer this book is mainly of comparative interest. It is particularly useful in this connection because Dr Avtar Singh takes the trouble to point out places where Indian law differs from English law.

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<sup>1</sup> At p. 26.

<sup>2</sup> *Suisse Atlantique Societe d’Armement Maritime S.A. v. Rotterdamsche Kolen Centrale* [1961] 1 A.C. 361.

<sup>3</sup> [1970] Q.B. 477.

<sup>4</sup> At p. 25.

<sup>5</sup> [1980] A.C. 827.