BOWSTEAD ON AGENCY. 12th ed., by E. J. Griew. [1959 London, Sweet and Maxwell Ltd. £3-10-0. pp. lxxxviii + 335 incl. index.]

The new edition of Bowstead, the twelfth to appear in over eighty years, is still cast in the familiar nineteenth century mould of rule, comment, illustration and footnote. The learned editor appears to be rather uncertain of the value of retaining this format, for he writes in his Preface:

> This book has now passed its golden jubilee. It has so well stood the test of time that it retains still, in this edition, its familiar identity. This is a circumstance that may not be a matter of entire satisfaction to the academic lawyer, conscious as he is of the changes that have taken place in recent times of the approach of the jurist to the problems of agency, in the relative emphases properly to be accorded to the different departments of the subject, and in the fashions of expository techniques. Yet it is believed that practitioners, for whom this work was intended, will welcome the continued existence in recognisable form of a book upon which so many of them have for so long relied.

It seems rather unnecessary, in this day and age to continue to give credence to the idea that there is this distinction between the needs of the academic lawyer and the practitioner. It is surely significant that all the books which have exerted any real influence on the law in recent years have been books which ignored this distinction. One has only to think of Cheshire on private international law; Cheshire and Fifoot on contract, Gower on company law and more recently Street and Flemming on tort. The fact of the matter is that the old fashioned practitioners' textbook has become obsolete — a fact which law publishers do not yet seem to have grasped.

The rule and commentary method of exposition is one which is singularly ill suited to deal with a purely common law subject: This is indeed recognised by the learned editor when he states (at p. 225) "the framing of simple propositions, such as those offered here for the sake of convenient generalisation, is a matter of difficulty and even of danger." Precisely. It is a dangerous method of exposition; why therefore perpetuate it.

The difficulties of the rule and commentary method of exposition are well illustrated if one considers the so-called implied agency of married women. We are thus told in Article 11 that:

> Where a husband and wife live together, the mere fact of cohabitation raises a presumption that she has authority to pledge his credit of necessaries suitable to the style in which they live.

Article 12 informs us that:

> Where a wife lives with her husband and has the management of the household there is a presumption that she has authority to pledge his credit for such things as are necessary in the ordinary course of such management.

What is the relationship between these two propositions? The commentaries do not help for the only commentary supplied to Article 12 consists of a quotation from *Debenham* v. *Mellon* and a potted headnote of the decision in *Morel* v. *Westmoreland,* On the face of it the only distinction is that between the purchase of necessaries suitable to the style in which they live and things necessary in the ordinary course of household management. Surely these are merely different illustration of the same principle and as such hardly justify different Articles. Article 13 deals with the case of the wife separated from her husband; Article 14 deals with the case of separation of mutual consent, a situation which seems to overlap that contemplated by Article 13, whilst Article 15 deals with the case where the wife is

living separate without her husband's consent, a situation which also overlaps Article 13. Article 16 however deals with the case where the woman is living apart as a consequence of her husband's misconduct. The implication is that this situation is simply another illustration of the circumstances dealt with in Articles 13 -15 whereas the fact is, surely, that with the case of the deserted wife we are dealing with a totally different principle. This is nowhere adequately made clear in the commentary.

One feature of this edition which it is pleasant to note is the way in which Article 99, dealing with the principal's liability for the agent's wrongs, has been re-drafted. It represents a movement towards the idea that a principal *qua* principal cannot normally be liable for the wrongs of his agent *qua* agent. Nevertheless it is submitted that the position, despite the five pages of commentary and the twenty-one illustrations, is made much more complex than it need be.

When all is said and done, however, Bowstead remains a valuable repository of the law relating to agency. No one is likely to be very stimulated by reading it but it probably remains the inevitable starting point for enquiries into this branch of the law.

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