

SUTTON AND SHANNON ON CONTRACTS, 6th Ed. By K. W. Wedderburn.
[London: Butterworths. 1963. cxx + 546 pp. (incl. index). £2 5s. 0d.]

This edition, the second under Mr. Wedderburn's editorship, presents a revised statement of the law up to April 1963. It also contains many new features, some of which, like the recasting of account of the doctrine of fundamental breach, are a feature of other recent text-books on the law of contract. Others, like the section on "Invalid Contracts Restricting Trade", are unique.

Under this particular section, the Editor has, in addition to the vendor-purchase master-servant agreements, devoted space to restrictions placed on trade unions in matters of strike action, lock-outs, etc. The Editor has explained that this is "a rather experimental section". It is not necessary to object entirely to this particular classification, but it appears that a fuller discussion explaining this unusual grouping would have been most useful. Incidentally, Mr. Wedderburn's question (at p. 262) viz. whether an agreement reasonable between the parties would be set aside as injurious to the public on the ground that it created a monopoly of employment has been answered for Singapore by *Thomas Cowan & Co. v. Orme* (1961) (27 M.L.J. 41).

Selective references are made to periodic literature, particularly where controversial issues are involved. While no doubt reference cannot be made to all such articles, it is reasonable to expect that all contributions on a particular controversy are included. It is therefore unfortunate that in the reference to the Treitel-Atiyah controversy as to the effect of section 1 of the Infants Relief Act, 1874, one does not find a reference to Mr. Treitel's short but important rebuttal of Mr. Atiyah's arguments (74 L.Q.R. 104).

Welcome additions are accounts of the Malony Committee on consumer protection and the Tenth report on innocent misrepresentation of the Law Reform Committee. In this section, there is also reprinted certain sections of the Sale of Goods Act, 1893. As so many sections have been included, it is difficult to see why the whole Act was not reproduced, particularly as problems often arise which require consideration of many inter-connected sections of that Act

This edition maintains the high standard associated with this work. The subject matter is again treated in the form of Articles, which state the applicable propositions of law, a brief discussion and elaboration of the principles, and then an outline of the leading cases under the heading 'illustrations'. This method of presentation, whatever its merits to practitioners already acquainted with the law, is disadvantageous to the students for it obscures controversial issues and makes the law appear more settled than it is. This tendency is illustrated by the chapters on "Fundamental Breach" and "Severance".

The publishers recommend this book as a "rarity" because it is "a student's book which is also referred to by fully-fledged lawyers as well as by people in the banking and business world". It is perhaps too much to expect any book to meet the rather different requirements of such diverse groups of persons. Nevertheless, this book will satisfy their needs within the limited aims set up by the author, *i.e.* "to keep the booka simple exposition of the elements of the law of contract".