

COMMERCIAL LAW. By G.J. Borrie. [London: Butterworths. 1962.
xxxvi + 248 pp. £1 17s. 6d.]

This work was written, according to the Preface, 'primarily to meet the requirements of students preparing for the Commercial Law paper in Part II of the Law Society's Qualifying Examination' and in consequence the content of the book 'follows closely the new syllabus for that examination'. This fact needs to be stressed for — despite its title — the book cannot necessarily be regarded as suitable for students preparing for other examinations under the title 'Commercial Law' simply because the Law Society's syllabus is a good deal narrower than that of most other examinations on this subject.

The book deals, in seven chapters, with Agency (this being a subject which is not in the Law Society's syllabus but which has been added on Mr. Borrie's own initiative), Sale of Goods, Hire-Purchase, Negotiable Instruments, Insurance, Master and Servant (an unusual although, in some contexts, a not unreasonable subject to include in such a syllabus) and Conflict of Laws. There is thus no treatment of Contract, Partnership, Company Law (although the omission of this subject from textbooks on Commercial Law seems to be coming increasingly common) Carriage of Goods and Contracts of Affreightment, Bankruptcy, Bills of Sale, Suretyship and Guarantee — all subjects which are commonly included within a commercial law syllabus. It should be added in fairness, however, that some, at least, of these omissions are made good in other textbooks published for use by students of the Law Society's examinations.

It is disappointing, however, to find 'Commercial Law' still treated as a collection of more or less unrelated 'subjects', for it is difficult to discern upon what principles the various subjects dealt with have been included, and others

excluded, from the rubric of Commercial Law. For far too long now 'Commercial Law' has been the waste-paper basket of the law syllabus and it seems a pity that the opportunity presented by the formulation of a new syllabus for the Law Society's examinations was not seized upon and a more integrated approach adopted. The blame for this, however, must be laid at the door of those who framed the syllabus and not at that of Mr. Borrie.

The actual treatment of the matters that are dealt with in this book, however, seems to be competent, adequate and accurate, if a trifle dogmatic, uncritical and conventional. Mr. Borrie makes almost no references in either his text or his footnotes to the very considerable periodical literature which exists relating to many of the problems that he discusses. Even for the Law Society's Qualifying examination it is surely desirable to refer the student to more than the mere half dozen articles that appear to be cited.

Again your reviewer was very surprised to find that, having added a chapter on agency, Mr. Borrie confined his treatment of this subject to a discussion of the creation and termination of the relationship and of the rights and obligations of the agent. There is thus no consideration of what is surely the crucial problem in agency, that of the extent or limits of the agent's authority (or power). One would have thought that the justification for adding a chapter on agency was that of the importance of understanding just when a principal is bound by the acts of his agent and when not, but on this problem Mr. Borrie has nothing to say. This is really presenting Hamlet without casting the Prince of Denmark.

In sum then, this book appears to be a competent and adequate if rather uncritical and conventional presentation of the subjects prescribed for the Law Society's Qualifying Examination in Commercial Law which, owing to the rather restricted nature of the syllabus is of limited use to students of commercial law in general.