liar relationships of the State Courts *inter se* and the High Court was masterly, and the profession is deeply indebted to the publishers and editors for its consummate execution.

C.I.M.

VENDOR AND PURCHASER.

The Problem of the Defaulting Purchaser. Ed. P. R. WATTS. The Law Book Co. of Aust. Ltd., 1934. Price, 7/6.

Readers of *The Australian Law Journal* will be familiar with a series of articles which appeared in that publication during the seven years prior to 1934 dealing with what the editor has termed "the problem of the defaulting purchaser." Each of these articles aroused considerable interest at the time of its first appearance, and each has had its effect on conveyancing practice and the content of this most difficult section of the law of Vendor and Purchaser.

This branch of the law has presented difficult questions of the utmost practical importance during the years of depression and further, the need for a local examination of aspects peculiar to Australian conveyancing practice has long been felt. The publishers were justified in assuming that the articles in question would acquire an even greater value if collected and published in a more accessible form, and Mr. P. R. Watts, the Conveyancing Editor of *The Australian Law Journal,* has very ably completed the task of editing the collection. Mr. Watts' introduction gives the necessary unity to the chapters which follow, and is in itself a critical essay on certain aspects of a vendor's right.

One would expect the task of collating such a series to be a very difficult one, but the difficulty is not as great as might be imagined for the problems which the authors endeavoured to elucidate were few and constantly recurring. The main difficulty has been to find practical solutions consistent with well established principles.

The subject still suffers from confusion of terms and of substantive law resulting from the fusion of legal and equitable remedies.

In what is perhaps the most valuable contribution of the series Mr. H. Walker considers the several senses in which the term "rescission" is used, and criticizes the failure to distinguish between the remedies which must result from each use. Whenever there is a rescission in the "strict sense" it is implied that there must be a *restitutio in integrum,* but this does not follow in all cases where the term is used, and such cryptic statements as, "The vendor cannot have rescission and at the same time damage for the breach of contract" are quite misleading. Mr. Walker attacks the views expressed in the third edition of Williams on Vendor and Purchaser under this head, and expresses the view that the Victorian cases of *Ward v. Ellerton*[1] and *McGifford v. O'Brien*[2] were decided wrongly, following the traditional confusion. In support of this conclusion he considers the

1. [1927] V.L.R. 264 and 494.
2. [1932] V.L.R. 71.

real questions at issue, and the effect of the decisions in the old cases commencing with *Lamond v. Davall.*[3]

"It may be regrettable that the word 'rescind' is used in so many varying senses," Mr. Walker writes, "but in every case one has only to look at the circumstances or the context (as the case may be) to find out in what sense the word is used."

In a later chapter Mr. E. L. Piesse, in attempting a summary of the rights of a vendor following a purchaser's default under an instalment contract considers the circumstances in which a vendor who has "rescinded" may sue for damages, and when there must be *restitutio in integrum.* He reviews three English and five Australian cases, and concludes that the distinctions contained therein, "seem too fine for ordinary life." He continues, "the practical conclusion from these cases for a vendor's solicitor is that the word *rescind* in a contract had better be avoided, as likely to be a trap for the unwary."

Elsewhere in the series the conditions commonly incorporated into instalment contracts such as those in "Table A" of the Victorian Transfer of Land Act are considered and criticized, and the rights of a vendor and mortgagee are compared in an interesting article by Mr. John Baalman.

"The Problem of the Defaulting Purchaser" is altogether a stimulating and useful collection, well edited and published, and lawyers as a whole will thank the Law Book Company for its enterprise in presenting a valuable series in this form.

H.C.

3. (1847) 16 L.J.Q.B., 136.

COUNTY COURT ACTIONS.

Trial of County Court Actions. By P. A. JACOBS. Law Book Co. of Australasia Ltd. Price, 25/-.

This book—a companion to the *County Court Practice,* by the same author—has one merit common to many legal works, and three that are unfortunately rare. Its common virtue is that it contains a great deal of information; its rare virtues are that it is brief, readable, and accessible. It is not designed as a standard work on Practice, but as a useful guide to junior members of the profession in the preparation and presentation of cases in the County Court. It is divided into two parts, the first dealing with the preparation and conduct of cases generally, the second dealing with specific actions. The second part is really a supplement to the first; in it the commoner causes of action are dealt with by setting out the facts which the plaintiff must prove, often with suggestions as to how to prove them, and a list of the possible defences.

The value of the work is not that it makes a contribution to legal learning, but that it sets out clearly and authoritatively a number of those small tantalizing matters about which Mr. Junior, while hesitating to reveal his doubts by asking his learned seniors, would never-