matrimonial laws of England and New South Wales have drifted wider apart. The divergence goes deeper than a mere difference between the grounds for divorce available in the two countries, though these are wide enough. The N.S.W. Matrimonial Causes (Amendment) Act, 1958, has further widened the gap by its new provisions as to alimony. But the English provisions as to nullity go deeper. Until, for instance, the wilful refusal to consummate the marriage was made a ground for a declaration of nullity, the fundamental principle was recognised in England (as it is in this State) that whereas a marriage is dissolved because of some act or omission on the part of the respondent, it is only declared void on account of some defect in the ceremony or for some pre-existing cause. The new provisions as to nullity in England entirely abandon this ancient principle of the Ecclesiastical Courts by recognising as a ground for a declaration of nullity certain acts of the respondent committed after marriage. This abolishes the fundamental basis of the distinction between a declaration of nullity and a decree for dissolution. The incautious student could here be badly led astray. Yet, with this warning to local students, it can be said that Mr. Johnson has made a valuable contribution to the literature on the subject; and his book is worth a place on every lawyer's bookshelf both as interesting reading and as a useful reference book.

DAVID N. SELBY.*

An Englishman Looks at the Torrens System, by Theodore B. F. Ruoff. Sydney, The Law Book Co. of Australasia Pty. Ltd., 1957, ix and 106 pp. (£1/5/- in Australia).

Mr. Ruoff is an officer of the Land Registry in London, who in 1951 visited Australia under a Nuffield travelling fellowship. As a result he published various articles which, with some further material, are collected in this volume, for the occasion of the centenary of the introduction of the Torrens System in South Australia in 1858.

Mr. Ruoff is not here concerned to examine the Torrens System in detail. Rather his aim is to emphasise the essential principles of the system, and to urge, firstly, adherence to these principles, and, secondly, their adaption to modern conditions and the needs of people engaged in dealings with land. In his view the system in any of its various local forms "succeeds or fails according to the degree with which the local law and the local administration accord, or do not accord, with certain fundamental principles", which he calls (1) the mirror principle, (2) the curtain principle, and (3) the insurance principle.

On the mirror principle the register book should reflect "all facts material to an owner's title to land", and his title thus appearing should be indefeasible. Dealing with breaches of this principle Mr. Ruoff concentrates most of his attack on legislation creating statutory charges which are enforceable although unregistered, such as those dealt with in *South-Eastern Drainage Board* v. *Savings Bank of South Australia*;[1] and he gives something less than due regard to the extent, and the justification for, the exceptions to indefeasibility contained in the various Torrens Acts themselves. Under the Australian Acts the register book should be, with some exceptions, a mirror of the legal interests affecting registered land; but the Acts are far from making the title thus shown indefeasible. In South Australia itself Torren's original

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[1] (1939) 62 C.L.R. 603.

principle, which accorded with Mr. Ruoff's mirror principle, was almost immediately modified to add to the number of cases in which an unregistered interest could be enforced against a registered proprietor; and the essential feature of the system came to be, not the mirror principle (which so far as it survives brings more trouble than advantage), but the curtain principle, in accordance with which the purchaser need not look behind the register, but acquires such title as the register and his dealing appear to authorise, even though the vendor's registered title was previously open to attack. In dealing with the curtain principle Mr. Ruoff mainly concerns himself with advocating a clearer register and more ready discovery of the full state of the title; and in effect he advocates provision of a service by the Titles Office by which a prospective dealer may be given the result of an official search, and be indemnified out of the Assurance Fund in case of official error. He is also in this connection, and in connection with the insurance principle, critical of the official attitude which burdens the land-dealing public with requisitions and other restrictive practices designed to protect third parties who often do not need the protection, and to keep the Assurance Fund in (quoting Mr. Baalman's striking phrase) a state of "indecent solvency".

Thus in most of his essays Mr. Ruoff is mainly concerned with the practical working of the system. What he argues for is a speedy sympathetic service to the public from the Titles Office. "I believe," he says, "that the customer's requirements should receive consideration first, last, and all the time. This proposition means that there must be a business-like system, used in a business-like way by the lawyers, and administered as a business-like undertaking by the public officials who have the privilege and responsibility of serving the man in the street who seeks registration." He recognises that a readiness to serve the customer quickly with what he wants may lead to more error than occurs under a system administered with cautious deliberation in accordance with a mass of rules designed to prevent any repetition of errors that have once occurred. But the Assurance Fund exists to remedy errors, and the cost of occasional errors is far less than the total of additional costs imposed on all dealings by requirements designed to prevent these errors.

Mr. Ruoff's suggestions cannot be dismissed as impracticable, for, particularly in his final chapter, he shows that the principles he advocates are in fact applied in the English system which he helps to administer.

W. N. HARRISON.*

A Casebook on Contract, by J. C. Smith, M.A., LL.B. and J.A.C. Thomas, M.A., LL.B. London, Sweet & Maxwell, Ltd., 1958, Sydney, Law Book Co. of Australasia Pty. Ltd. xii and 483 pp. (£3/3/- in Australia).

The authors of this Casebook are to be congratulated on their initiative and courage in an experiment which will be of considerable interest to all law teachers in the British world. The American "casebook system" of teaching is now tolerably well-known to most academic lawyers, and in this place it is only necessary to refer briefly to the salient features of this technique. First, instruction is given in a process of class discussion by the so-called Socratic method, the student being led to a grasp of principle in response to a process of questioning by the teacher on the case under discussion. Second, such a technique necessarily involves the use of case-books to enable the student to prepare for the class discussion and for use by him in such discussion. In some case-books, each group of cases selected to illustrate a particular principle or set of principles is prefaced by introductory material

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