

Anson's Law of Contract

By J Beatson

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Reviewed by Peter MacFarlane^[*]

The author of this edition of *Anson's Law of Contract* is well known as an author in the area of commercial law. He is also one of the editors of the equally well known text *Chitty on Contracts* (28th edition).

So why another book in the area of contract law? In this case it is not so much a matter of another text in the area as an up-dating of what is one of the classic contract law texts.

My twenty-fifth edition includes a photo of Sir William Anson who was Warden of All Souls. Anson read for the Bar in the chambers of Chitty, which may account for his interest in things commercial. He became Reader in English Law at the University of Oxford and was once described by A V Dicey as the best teacher of English law to be found in Oxford at that time. He died in 1914.

Contract law is one of those areas of the law that continue to evolve and develop – not only as case law – as evidenced by the fact that the twenty-fifth edition had 25 pages in the Table of Cases while the new edition has just over 53 pages – but also in terms of legislation. In this regard, the face of English law is changing as that jurisdiction becomes more and more subject to European legislation and influence. Contract law is no exception since there are a lot of references to European statutes.^[1]

The text is targeted to meet the needs of the English law student and practitioner. Although there are references to the major Australian (and to a lesser extent New Zealand and United States) cases,^[2] nevertheless the focus is very much on the English common law and the statutory provisions that are relevant to the law of contract in that jurisdiction.

So far as the South Pacific is concerned, there are no statutory provisions or South Pacific cases cited in the work. However in saying this I do not mean to downplay the significance of this text to students, lawyers and judges in the region. Bearing in mind that most contract law in the South Pacific is based on the English common law (including equity) this scholarly and highly regarded text still provides one of the best commentaries in the area.

The book is divided into an introduction and six Parts. The organisation of the chapters follows the traditional approach to contracts.

Part 1 deals with Formation of Contract and includes the establishing of an agreement by reference to

offer and acceptance. This Part also considers form, consideration, promissory estoppel and contractual terms.

Part 2 is entitled 'Factors Tending to Defeat Contractual Liability'. Readers will recognise the chapter headings in this area, namely incapacity, misrepresentation, duress, undue influence, unconscionable bargains, mistake and illegality. It is unfortunate that at the time of publication the decision in the case of *Great Peace Shipping Ltd v Tsavliris Salvage (International)* [2002] 3 All ER 689 had not been given since this case raised significant questions concerning common mistake and the role (if any) of equity.

Part 3 concerns Limits of the Contractual Obligation and focuses on third parties, assignment and negotiability.

Part 4 considers the questions of Performance and Discharge of a Contract, including discharge by agreement, frustration, breach and operation of law.

Part 5 deals with Remedies for Breach of Contract, including specific remedies (for example specific performance), restitutionary awards and the limitation of actions – a topic area for which it is always difficult to find a niche in a contract law text book. Perhaps it could have been included at the end of Part 2.

Part 6 is entitled Agency; an area obviously related to contract law but more usually considered in texts on commercial law.

The text contains a comprehensive index and at the front of the book there is an abbreviations page which gives the major (and some not so major) references to law reports and periodicals.

It is pleasing to see that, despite the growing body of law in this area, the Introduction retains a section dealing the history of contract law. As an explanation for the development of principles such as freedom of contract, consideration and intention, history puts into context the consideration of later developments.

The book is well-referenced and has a comprehensive index. It remains one of the most important texts in the area of contract law and will continue to be used by students, academics, practitioners and judges throughout the common law world who have an interest in this area.

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[1] In the first introductory chapter there is a section dealing with European and international influences

[2] Which have now developed or are developing their own jurisprudence in this area of the law.