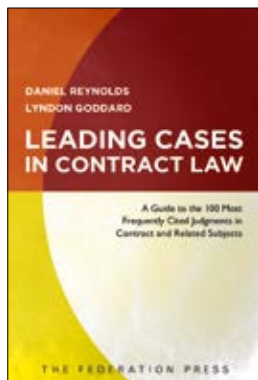


Leading Cases in Contract Law

By Daniel Reynolds and Lyndon
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This work is the sibling of the authors' previous publication, *Leading Cases in Australian Law*. It presents a collection of the 100 most frequently cited judgments in contract law and allied concepts (such as restitution and estoppel) each accompanied by a statement of principle and a short note. It belongs to a genre of legal work with considerable legacy by reference to the popularity in its time of the 13 editions of Smith's *Leading Cases on Various Branches of the Law with Notes* (1837 to 1929).

One could not find a better summary of principle or place in law of any of the featured cases in this work. The statements of principle range from the straightforward (*Hoyt's Pty Ltd v Spencer* (1919) 27 CLR 133, 'A collateral contract is enforceable if it is consistent with the main contract') to the nuanced (*Koompahtoo Local Aboriginal Land Council v Sanpine* (2007) 233 CLR 115, in relation to intermediate terms); they are all succinct and, in the view of the reviewer, accurate. The case notes are divided into a statement of facts; the determination of the Court, or the *relevant* determination where the case deals with aspects of law outside contract; a collection of commonly cited passages; and the author's commentary on the decision and its place in relation to the other cases featured. The authors manage this task in two pages for each judgment.

Leading Cases in Contract is accompanied by an appendix containing, in alphabetical order, each of the cases attached to the applicable one-sentence proposition of law. The appendix alone justifies its position in the chambers of any commercial barrister or, even better, within easy reach on the bar table.

These estimable practical features should not obscure the startling experience of reading *Leading Cases in Contract* cover to cover. Like *Leading Cases in Australian Law*, it applies what the authors describe as a 'mechanistic'

methodology to assembling a compilation of 100 cases. This involves a strict organisation by order of the frequency of citation in later decisions, determined with the assistance of LexisNexis Australia. Differing from any of its predecessors, it is not a generalist work but contained to a defined field of law. The absence of curation results in the persistent themes of contract rising and falling with an unpredictable tempo. The effect, read through, is something akin to seeking an understanding of the evolution of dinosaurs by reference to exhibits at the Australian Museum ordered by popularity. To take the most apparent example, notable and not always consistent authorities dealing with aspects of construction appear in the first half of the work at #1 (*Codelfa*), #3 (*Toll*), #5 (*BP Refinery*), #12 (*Pacific Carriers*), #29 (*McCann*), #39 (*Woodside*) and #43 (*Maggbury*). Despite the best efforts of the authors in reconciling and cross-referencing these cases in their commentary, the result is disorienting.

Nonetheless, approaching the work in this way offers for those reasonably acquainted with the field a refreshing insight into the controversies that have animated contract law in Australia. Even the most jaded reader might find awakened a long-dormant desire to discuss with any unfortunate colleagues in reach the historically, if not recently, vexed questions of ambiguity and estoppel. This peculiar aspect, and the value of *Leading Cases in Contract* as a reference work, make it a valuable addition to the contractual corpus.

Reviewed by Alexander H Edwards