
Lindley's massive work was first published in 1860 in two volumes, and treated partnership and the newly-emerging company law as a single subject—a viewpoint which, in his judicial capacity, the learned author never did altogether abandon, although so far as the book was concerned he bowed to the inevitable and separated the two topics with the fifth edition in 1888. He lived to see the enactment of the Partnership Act 1890 and to supervise the rewriting of this work in the light of that Act for the sixth edition in 1893. Of the many classic nineteenth-century monographs still in current use, Lindley has perhaps suffered least of all with the passage of time: whole paragraphs from the pen of the master survive unchanged; and there has been no significant amendment of the Act or development in the case law since his day.

The justification for a new edition lies mainly in changes in related branches of the law rather than in any movement in the substantive law of partnership, and on the whole the editors have made a praiseworthy effort to keep the book abreast of the times in this respect. Account is taken of such statutes as the Consumer Credit Act 1974, the Race Relations Act 1976 and the Sex Discrimination Act 1975, as well as the effect of Britain's entry into the European Community. The book does not claim to be a full treatise on partnership taxation, but there is even so a very useful and up-to-date coverage of the tax implications of the subject. This will no doubt ensure that Lindley will remain the leading work on partnership for some time. One must, however, qualify these words of praise with some critical comments which are far from trivial.

First, the time has surely come to prune out much dead material, such as spent cases (two-thirds of the cases are pre-1890), dated references (the Prussian Code, Pothier and Pufendorf (p. 15), a book published in 1839 cited for the views of accountants and mercantile men (p. 29), the notes to Pordage v. Cole (1669) 1 Wms. Saund. 320a set out in extenso (p. 179)), archaic allusions ("names painted on the firm's carts" (p. 131) and a definition of an incorporated company which takes no account of limited liability (p. 24)). Historians who find Lindley's own views of interest can find them easily enough in earlier editions; the practitioner is surely entitled to be spared their continued reproduction.

Secondly, the book remains almost totally insular, in contrast with most modern textbooks published in this country. It is apparent that no effort whatever has been made to consult the authorities in other common law countries, in many of which there is a rather more lively law of partnership, and some quite outstanding textbooks. No one, for instance, who had even dipped into Higgins's Law of Partnership in Australia and New Zealand would think a discussion of Aas v. Benham [1891] 2 Ch. 244 and Dean v. MacDowell (1878) 8 Ch.D. 345 was complete without Birtchnell v. Equity Trustees (1929) 42 C.L.R. 384, or that the question of usual authority could be satisfactorily covered without Polkinghorne v. Holland (1934) 51 C.L.R. 143. Again, the recent Scottish case of Campbell v. McCread, 1975 S.I.T.(Notes) 5, readily accessible
through Current Law, would have resolved some of the doubts expressed on some aspects of notice at pp. 259–260. If Lindley is not thought the appropriate book to include this material, then some other work which does will sooner or later displace it.

Finally, although this is a book which has always been written by practitioners, it lacks any truly practical slant. It is based entirely on black-letter law as found in the statutes and cases. The learned editors must know a great deal about such modern phenomena as the husband-and-wife partnership, the partnership as an alternative to an agricultural tenancy, the disincorporation of small companies, the group partnership and the corporate partnership—and, indeed, some of them do receive a brief mention in the text. But nowhere is there any attempt to inform the reader when to use such a device and when not to, or to answer the questions of how to go about it and what pitfalls to look out for. Again, there is plainly a market for a book which copes with these problems—why should Lindley not be that book?

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Bailment. By N. E. Palmer, M.A., B.C.L. (Oxon), of Gray's Inn, Barrister at Law, Lecturer in Law at the University of Manchester, Sometime Senior Lecturer in Law at the University of Tasmania. [Sydney, Melbourne, Brisbane, Perth: The Law Book Company Ltd. 1979. cvi, 1038 and (Index) 18 pp. Cased, Aus. $57.50 net. Available from Sweet & Maxwell Ltd., Andover, Hants., at £44-00 net.]

Straddling the boundaries of contract, tort and property, antedating the two former concepts, yet with many features of its territory still uncertainly charted, bailment is a daunting subject for a modern monograph: only Paton (1952) springs to mind. The more credit, therefore, to Mr. Palmer for his courage as well as for the immense industry and erudition which his new and major monograph displays. Aiming primarily to place bailment in its proper perspective in the sphere of modern obligations, he draws in particular on Australian legislation and in general on a multitude of Commonwealth and American decisions to supplement the English stock, citing every case of importance or interest from courts high and low. The sheer bulk of his work makes Paton's 450 pages seem a handy pocketbook. Not only that: earlier works provoke the suspicion that bailment developed only because man tamed the horse, whereas Palmer's cases bring it into the industrial age of cars, aeroplanes, dry-cleaning and our modern gadgetry, though with Australian camels thrown in for variety.

The first 87-page chapter on The Nature and Elements of Bailment is the core. A strong, sustained argument on a jurisprudential plane concerning bailment's relationship with contract, tort and property maintains that, whilst actions in contract or tort may redress many claims connected with bailments, some are redressible only by actions, sui generis, for breach of bailment. The apparent similarity between ordinary liability in negligence and that of a bailee to take appropriate care of the goods bailed is penetratingly probed in relation to the res ipsa loquitur principle (pp. 41–43) and the defences of volenti non fit injuria and contributory negligence (pp. 52–65). One suspects, nevertheless, that whenever possible the courts will turn to the familiar contractual and tortious actions rather than the less familiar breach of bailment.