The interpretation of the Sale of Goods Act 1979, and connected case law and statutory provisions. Bridge is surprisingly detailed on many historical aspects. The preface protests, perhaps overmuch, that "the law of sale is not a museum piece" (the law of sale is not, but the Sale of Goods Act arguably is). He gives very full treatment to the 19th century case law on when a sale of crops is a sale of goods, and exiguous treatment to when computer software transactions constitute sales of goods. There is no attempt to treat contracts analogous to the sale of goods; no doubt this would have made the book unfeasibly large.

The exposition is generally excellent, and where it is weak, it is because the Sale of Goods Act itself is weak: it cannot be expounded systematically or neatly because it is not systematic or neat. Historical detours must regularly be taken if any deep level of understanding is to be attained. Leading examples where the Act itself is grossly misleading are the provisions of s. 10 that time is presumed not to be of the essence (which is the reverse of the position in the case law), and the duty of the seller, in s. 27, to deliver (when in fact "delivery" is defined merely as allowing the buyer to take the goods away). The confusions of the "sale by description" in s. 13 can now only be understood historically: the section is now playing an entirely different role from that originally intended, and when combined with the burgeoning law of misrepresentation we are left with an utterly confused situation. And the doubts and uncertainties connected with instalment sales seem to resist clarification by the courts and the legislature, a recent opportunity to correct them (as part of the reforms to the law of rejection in the Sale and Supply of Goods Act 1994) having been deliberately passed up. Bridge handles all of this with ease and grace; the degree of technicality necessary is hardly its author's fault.

The book, then, is a fine review of the general law of sale of goods. Whether this general law itself has much of a future is another question entirely. External pressures are tending towards a radical separation of the different parts of sale of goods law. The case for declining to adopt the Vienna Convention on the International Sale of Goods grows weaker with each fresh adoption of that convention by other nations. The EU seems set to suggest quite radical changes to consumer sales law in the not-too-distant future, which would probably entail that consumer sales be treated with other consumer transactions rather than with other types of sale. The common core
of "general sales law" may therefore be shrinking. The main attraction of the general law is, as Bridge notes, the pull of common law internationalism, for to abandon the original Sale of Goods Act 1893 is to abandon an Act which was adopted in its entirety by many other systems around the world. Yet to pretend that the law of sales has not changed considerably since 1893 seems a high price to pay.

STEVE HEDLEY

Proprietary Interests in Commercial Transactions. By SARAH WORTHINGTON.

If you feel like adding to your legal education, it can be worthwhile metaphorically crossing the Channel and looking up "ownership" or "property" in any Continental civil code. You will find there a succinct and informative account of what can be owned, how you know who owns it, how ownership is transmitted or hypothecated, the permissible iura in re aliena which can subsist in it, and how you recover your thing when someone else has got it. Then look at our law of property (or "proprietary interests", as we now prefer to call it, preferring as we do manipulability to minute precision), and marvel at the congeries of legal and equitable interests, interests short of ownership, property with no beneficial owner at all, obligations magically affecting property, and so on.

Dr. Worthington, following in the footsteps of such as Professor Goode, has subjected the English way of doing things to close scrutiny. The attempt is brave, and the result impressive—however much one may disagree with it. She concentrates on seven problem areas. Four concern "proprietary interests arising by agreement" (retention of title, Quistclose trusts, floating charges, and covenants concerning personal property). Under the rubric "interests arising by operation of law" come (first) substitutionary interests engendered by legal and equitable tracing; (secondly) equitable ownership created by force of law in contractual and other situations, for example in cases of specifically enforceable contracts and breaches of fiduciary duty; and (lastly) equitable liens.

Now, the first part of the book is less exciting than the second. This is no fault of the author, and is simply because identifying and quantifying interests arising by agreement is often very much a matter of identifying and construing the agreement itself. Nevertheless the analysis presented is sound, rigorous and perceptive. Two particular topics stand out. One is that of De Mattos v. Gibson and covenants affecting the use of personal property. The difficulty is straightforward: if (which is accepted) the covenantee does not have a beneficial interest in the affected property, what interest does he have which can affect third parties? And equally straightforward—not to mention ingenious—is Dr. Worthington's answer: the same sort of interest as the beneficiary of a trust power, or an interest in an unadministered estate. While not amounting to beneficial ownership of any kind, it nevertheless restricts the free disposition of the person who is the legal owner and provides the plaintiff with locus standi to prevent inconsistent application.

Also noteworthy is the treatment of the Quistclose trust. Take, for example, the problem of where the beneficial interest in the monies advanced lies at any one time. It will not do, Dr. Worthington rightly observes, just to say that the