

The final chapter on "Automated Legal Research" describes the major legal data bases and gives a brief history of the computer in legal information storage and retrieval. As well, the author spends some time discussing the Canadian Law Information Council and QL Systems Limited, and provides a very useful guide to solving a legal problem using automated research techniques.

As mentioned above, there is an "Appendix" of suggested further readings, each entry having a very useful annotation.

The index is complete and all titles are in bold face type, as they are throughout the book.

In summary, this is an indispensable tool for the law student and a very valuable aid for lawyers and librarians. It is meant to be used in conjunction with a law library while researching a problem, for there is too much to be absorbed in a casual reading out of context. It is well to handle the actual volumes referred to and establish some familiarity with them, although the book itself contains a great many illustrative samples directly related to the commentary.

In short, this work is unquestionably the best guide available to Canadian legal research.

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***Remedies in Breach of Contract*, H. Beale, London: Sweet & Maxwell, 1980. Pp. xxiv, 248. \$34.20 (cloth), \$24.45 (paperback).**

The volume in hand is the twenty-first in the Modern Legal Studies series launched in the early seventies. The basic idea behind the series was the publication of short monographs which would be less frightening to students and so more useable than the traditional texts but still meeting the highest standards of scholarship. When I reviewed the pioneer volume in 1973¹ I was not convinced that it met the goals

¹Heydon, *Economic Torts* (1973), Review, (1973) 24 *N. Ire. Legal Quart.* 253.

established by the general editor and, with only one or two exceptions,² that has been the general appreciation of the series as a whole.

Mr. Beale's book does meet some of the aims established for the series but falls down when measured by certain other additional goals which the author set himself. The book is then best reviewed in the light of the nine criteria recognised by both editor and author.

Is it a scholarly monograph? It is properly classified as a monograph since at approximately fifty thousand words it is clearly doctoral thesis size rather than of law book proportions. It is scholarly in that it combines capable descriptive writing on the facts of business activity, the current economic theories of decision-making and competent analysis of some of the common law rules. But it is not as comprehensive as it might have been in that last regard.

Does it do the job better and in greater depth than the existing texts? No. The author does the job differently but at no greater depth and frequently in much less depth than the existing texts;³ and it enjoys nothing like the sustained analysis of the relevant portions of Dobbs' treatise.⁴

Can this monograph be utilised instead of a traditional text for classroom purposes? For Canadian law teachers using Swan and Reiter⁵ commencing as it does with an examination of contract remedies then the first five chapters of Beale's book would be of value. Yet the insular nature of the volume, despite odd references to the law of the United States, militates against its ousting Waddam's text.⁶

Will the volume's size and relative cheapness encourage its use? Only the most short-sighted of students could pretend that on devouring this volume he or she had a decent grounding in contractual remedies. The essentially "nutshell" writing on compensation and qualification and assessment of damages severely limits its educative value.

Does the book incorporate the work of other social scientists? It does so only in a very small way through citations to Coase⁷ and Richard

²Farrar, *Law Reform and the Law Commission* (1974), Review, (1974) 25 *N. Ire. Legal Quart.* 371. Two of the volumes have gone into second editions: Hayton, *Registered Land* and Jackson, *Natural Justice*.

³McGregor on *Damages* (14th ed.) (London: Sweet & Maxwell, 1980).

⁴Dobbs, *Remedies* (St. Paul: West Publ. Co., 1973).

⁵Swan and Reiter, *Contracts: Cases, Notes and Materials* (Toronto: Butterworth & Co. (Canada) Ltd., 1978).

⁶Waddams, *The Law of Contract* (Toronto: Canada Law Book, 1977).

⁷Coase, "The Problem of Social Cost", (1960) 3 *Journal of Law and Economics* 1.

Posner.⁸ Also while the author tries obviously to meet this goal in the early part of the book, it virtually disappears from the latter half of the volume.

Is the writer's message such that it was too much for inclusion in a law review and necessitated a monograph? On balance, I think that Mr. Beale's effort justifies the use of a text since his early chapters are sufficiently individual and insightful to warrant placement between hard covers.

These questions above derive from the general editor's manifesto¹⁰ and I think it clear that the book does not meet them all by any means. If we turn lastly to the author's own ambitions, then the answers are no more favourable. He set himself the task of giving a coherent account of the law of contractual remedies in the context of how businessmen behave and within the framework of current economic theory.¹¹ If by coherent the author meant that his work should both hang together and be logically consistent then he has failed to achieve the first and, due to the nature of remedial law, could not hope realistically to achieve the second. The book is awkward in that the first half does try to marry the exposition of the law with notions of how the actors behave and how the economists view legal and professional decisions but thereafter the book reverts to the traditional format of statement of rule, citation of relevant case and quotation of apt dicta.

In conclusion, Mr. Beale has made an interesting attempt but he has not quite made it.

EDWARD VEITCH*

⁸Posner, *Economic Analysis of Law* (2nd. ed.) (Little & Brown, 1977).

⁹Beale and Dugdale, "Contrasts between Businessmen: Planning and the Use of Contractual Remedies", (1975) 2 *British Journal of Law and Society* 45.

¹⁰Review, (1973) 24 *N. Ire. Legal Quart.* 253 at 254.

¹¹Beale, at vii-ix.

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