

The Third Parties (Rights Against Insurers) Act was passed following the introduction of the compulsory third party insurance requirements of the Road Traffic Act and enables an innocent, injured, third party to stand in the shoes of a bankrupt and obtain indemnity under the bankrupt's policy. But for this legislation he could not do so because, once again, the contract was made between the bankrupt and the insurer and the injured third party was not a party to it. The Act extends to any policy of indemnity, but not a contract of reinsurance. It is, for instance, not unusual for an aggrieved client to seek to make a claim upon the E&O insurers of an insolvent insurance broker.

BOOK REVIEWS

1. ACTIONABLE NON-DISCLOSURE

By Spencer Bower, Turner & Sutton

Spencer Bower's First Edition of this book was published in 1915. This, the Second Edition, is published in 1990 – a gap of 75 years and not the only oddity!

The short title of the book is "Actionable Non-Disclosure": The long title "The Law relating to Actionable Non-Disclosure and other breaches of Duty in relations of Confidence, Influence and Advantage" – a veritable mongrel of a book, therefore, a fact cheerfully admitted (a challenge readily accepted and, largely, overcome!) by today's authors in their preface:-

"These two classes of duties of "non-disclosure" exhibit many dissimilarities, and the question at once arises, how did these two dissimilar topics ever come to be dealt with in one book? The answer is a historical one, Spencer Bower put them both into one book and this is a new edition of that work."

This is a serious and comprehensive book. The first part discusses the duties of disclosure which arise in the negotiation of the contract, and, during that period of time before a contract is entered into, having their source at common law and in the nature of the contract which is being negotiated. The second part discusses such similar duties as may arise by virtue of the nature of the relationship which exists between the parties.

Perforce the second part of the book (splendidly written by R.J. Sutton of University of Otago) requires the greater creative and imaginative input because, here, the law remains uncertain and ripe for development. Not that this is any criticism of the

excellent review of the subject matter contained in Part 1; rather, a reflection of the very strict boundaries put on this aspect of law by the decision in *Bell v. Lever Bros. Limited* (1932). Part 1, therefore, written in major part by Sir Alexander Kingcome Turner (formerly President of the Court of Appeal in New Zealand), is both a timely reminder to all of those who specialize in insurance law that *Uberrimae Fides* does not start and end with contracts of insurance whilst at the same time a reflection of the rather constrained limits of that doctrine – a feature, I suspect, that would disappoint Lord Mansfield who gave the leading judgment in *Carter v. Boehm* (1766).

Plainly a labour of love. I do, however, recommend this rather curious mixture to all serious law libraries.

Roger S. Doulton

2. “THE LAW OF OCCUPATIONAL PENSION SCHEMES”

**By Nigel Inglis-Jones, QC
(Sweet and Maxwell: £78)**

In January 1990, I reviewed this book and now the first update has been issued.

Usefully, it consists of a complete set of replacement pages. These take into account the Social Security Act 1990 and many of the recent cases, including *Barber*. Two new parts have been added, including a useful precedent Trust Deed and Rules and transcripts of several important cases. These make the book an increasingly useful reference tool.

Further updates are promised. Doubtless these will include a discussion of the recent *Imperial, Fisons* and *Roscoe* cases.

Tony Thurnham,
Chairman of the Association of Pension Lawyers.

3. THE PRACTICE AND PROCEDURE OF THE COMMERCIAL COURT (THIRD EDITION),

by Anthony D. Coleman

Would that all legal text books and guides to procedure were as easy to read and comprehend as this superb Third Edition of Anthony D. Coleman’s “Practice and