

Fifth Schedule or Uncitral Model Law on International Commercial Arbitration. Morgan draws upon leading sources to construe the Model Law and places these sources in a uniquely local context. In so doing he has added considerably to the multi-disciplinary approach that must increasingly be the focus of Hong Kong's arbitration law, to stay abreast of current trends and developments.

The last point of substance concerns his general level of treatment of the subject. Throughout the *Commentary* there is both consistency and excellence with both breadth and analytical depth. To conclude, Morgan's writing has evolved throughout the trilogy of works he has authored, and his *Commentary* has now reached a point where his work compares to other leading international industry standards in arbitration and deserves recognition as such.

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Wang's Business Law of China by Guiguo Wang [Hong Kong: Butterworths Asia, 1996. Looseleaf, HK\$2,475.00]

When I first looked at this book's predecessor, *Business Law of China, Cases, Texts and Commentary* (Butterworths Asia, 1993), I admired the author's idea of writing a casebook on business law of China, since Chinese statutes are usually overly general in meaning. However, given that China is in a transitional period with rapidly developing laws, especially those relating to business, a question also flashed across my mind: how long would the value of this predecessor last? I am pleased to see that this problem has been identified by the author and resolved with the looseleaf format in the second edition to keep readers updated.

The second edition is more comprehensive in content as well. It provides a survey of the major legal aspects of business law in China, including the legal system, contracts, business organisations, bankruptcy, financing, securities, taxation, real property, intellectual property, foreign trade and investment, and arbitration and litigation. All of the subjects are packed with useful information. The author identifies relevant PRC administrative authorities and their functions (recently amended at the 9th Conference of the NPC (1998)), pertinent Chinese laws and regulations, illustrative charts for understanding the Chinese bureaucratic business systems and processes, and some of the prevailing Chinese business practices. I consider the charts to be most helpful. Additionally, the revised edition also provides references to Chinese statutes for the convenience of readers who want to examine the original sources. However, Professor Wang has not included the 1995 PRC Security Law in this revised edition, even though the Law was enacted one year before the book.

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The narratives are clearly and concisely written compared with other PRC law publications of the same nature, and it is fair to say that the author has tried to give more analysis of issues involved in each subject. But the impression is still that the author opted for breadth, rather than depth, of coverage in this edition, ie an over-emphasis on PRC black-letter law. This is understandable if the revision is intended for practioners. Fortunately, the cases and commentary that the author deliberately selected for each subject are quite helpful in understanding major or difficult legal issues existing with China's business law. Chinese statutes are well known for their lacunae or ambiguities and Professor Wang took the lead in approaching China's business law by case study. Professor Wang's case approach is certainly a new attempt to understand PRC business law. Obviously it is challenging, because it not only requires sound bilingual skills but also a solid background knowledge of Chinese society. Dr Henry R Zheng's *China's Civil and Commercial Law* (Butterworths Asia, 1988) was the first book written in English on Chinese business law by a mainland Chinese, but did not take this case approach. Perhaps there were not sufficient cases for the subject of his book at that time.

Wang's book is special because the author, whenever necessary, discusses Chinese legal issues from the common law perspective, particularly when describing the formation of a contract. The author tries hard to find those terms or expressions contained in the Chinese contract law that correspond to terms within the common law system. For example, while Chinese contract law does not have a concept of 'consideration' (translated either as 'duijia' or 'yueyin'), the author treats 'mutual rights and obligations' and 'compensation of equal values' in Arts 2 and 5 of the Economic Contract Law as the corresponding terms to the concept of consideration existing in the common law system (II [1226]). This new approach to Chinese law is admirable, and provides also technical help to common law readers. However, from a Chinese law perspective, it raises the interesting theoretical question: do we need to borrow common law concepts to understand Chinese law?

Even if it is acceptable, for pragmatic purposes, to apply common law concepts such as 'offer and acceptance,' 'intention and consideration' to PRC law, we must take a cautious approach. Otherwise there are problems of meaning and content. It is a fact that contract law in China is not as well developed as in the Western legal system. A major reason is that China is still not a free market economy in the Western style, even if there have been some significant changes to its economic system. It is not, therefore, difficult to understand that the Chinese government is, by contrast, still playing an important role in validating contracts of all kinds, particularly contracts involving foreign interests. The author was certainly aware of this special feature with the PRC contract law, but, unfortunately, only briefly mentions it in a separate chapter without any reference to the issue in point here (II

[2772]). This misarrangement or negligence may possibly mislead readers, particularly those from common law jurisdictions who are not familiar with the Chinese legal system, into believing that the formation of a PRC contract is similar to that in the common law system. In other words, the author should have provided a more detailed explanation of how PRC contracts differ from common law contracts in their creation. I hope that some rearrangement of content or at least an explanation of this point will be made in the next edition.

In sum, this revised edition is new, both in appearance and content. It is a useful tool for PRC law practitioners and business people. It is also worthy of recommendation to lawyers and scholars who are interested in PRC business law in general.

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Legal Research: A Guide for Hong Kong Students by Jill Cottrell [Hong Kong: Hong Kong University Press 1997. xii + 306 pp, paperback HK\$180].

This book provides the first comprehensive textbook on legal research written for Hong Kong students. Prior to its publication, teachers generally assigned books on English legal materials, supplementing them with distributed materials on Hong Kong sources. This was an unsatisfactory situation. It left students feeling insecure about Hong Kong materials and discouraged them from exploring and using their law library.

Fortunately, Jill Cottrell (who has extensive experience teaching legal research in Hong Kong) rose to the challenge. Her book provides a very detailed guide to Hong Kong and English legal materials. While the guide to Hong Kong sources is particularly welcome, the discussion of English materials is also valuable as it has been written especially for Hong Kong students (explaining why English sources are still relevant and how they can be used in a research assignment on Hong Kong law).

The book is perfect for first year students as it assumes almost no knowledge of the law. There are four detailed units on cases. The first explains what a case is and provides an 'anatomy' of a reported case. Cottrell takes a case apart and explains the significance of more than thirty different words and phrases. This type of exercise is very valuable for beginners. Students often give up on reading full cases because they have difficulty understanding them. Cottrell's approach takes some of the mystery out of the legal terminology and thus encourages students to read cases more thoroughly.

The second unit on cases addresses law reports. Cottrell starts out with a brief discussion of the history and purpose of law reports, giving students a sense

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