

contract law, and in particular in the area of conditional sale contracts. The current feeling that the consumer must be protected because he is not in an equal bargaining position with the large and powerful financiers, is being reflected in the decisions of the Courts.¹⁶

Decisions which are outdated and not in harmony with the economic and social structure ought not to be followed. For this reason the decision in the *Peresluka* case is to be welcomed. Mr. Justice Hall might well have used the words of Denning L. J. in the case of *Landom Trust Ltd. v. Hurrell*¹⁷, wherein he declined to follow earlier hire-purchase agreements saying:

"In the present year 1955 I must, I think approach the matter afresh in the light of the different circumstances which now exist from those existing when those earlier decisions were given."

Peter Hart*

COMPUTERIZATION OF STATUTE LAW

The growing complexity of statute law produced by the ever increasing number of amendments to existing legislation and the continuous introduction of new legislation, coupled with the lack of adequate indexing, has made the process of determining the statute law on a particular point more and more difficult. It is often hard to be sure that all relevant statutes have been referred to, and on the present trends it would seem a stage must be reached where, under existing conditions, the task will become impossible.

In November, 1966, I began a project at the University of Manitoba Computer Centre to apply the powers of science to this problem, using the Centre's big I.B.M. Computer. Initial progress was slow owing to lack of funds, but in April I received a research grant of \$11,160.00 from the Canada Council which has enabled me to employ a full time programmer.

We began by putting the Criminal Code onto Magnetic tape, a task which is now almost complete.¹ Although this in itself has presented some problems we are now moving into the far more

16. For instance in *Federal Discount Corp. Ltd. v. St. Pierre* (1962) O.R. 310, Mr. Justice Kelly of the Ontario Court of Appeal lifted the veil of fiction to subject the relationship between the dealer and the finance company, to scrutiny; he concluded that this relationship precluded the finance company from taking a promissory note, attached to the conditional sales contract, as a holder in due course. In doing so he contaminated the purity of a long line of cases beginning with *Killoran v. Monticello State Bank* (1921) S.C.R. 528, which had refused to consider a relationship in deciding the finance company's claim to be a holder in due course.

17. (1955) 1 All E.R. 839.

*Student, Faculty of Law, University of Manitoba.

1. We chose the Code as a starting point because it applied to the whole of Canada and because it is badly in need of overall revision.

difficult part of the project involving the development of a programme which will enable the computer to search the Criminal Code for the occurrence of a particular word, or synonym of that word, or phrase, or word in specified proximity to another stated word, and then either list the sections, or sub-section in which this appears or print out all or any one of these.² (A print out can be done very rapidly as our line printer will operate at up to 1,400 lines a minute).

Thus the Criminal Statute Law on a particular point could be obtained in a matter of seconds with complete accuracy. It is hoped to use this ability to do a comparative study of the Canadian Criminal Code with the Penal Codes of other jurisdictions. The American Bar Association's Draft Penal Code seems particularly appropriate for this purpose. Such a study, coupled with the ability to analyse our own code so easily, should enable us to produce an up to date Draft Penal Code for Canada.³

The next step in our computerization of Law project will be to add all Federal and Provincial Statutes, Rules and Regulations. It would then be possible to ask the computer to search not only the Criminal Code but any specified statute or all statutes etc. for the provisions related to the point in hand.

Computerized Statute Law will make it possible not only to be certain that all statutes relevant to a particular point have been consulted, but also it will give the opportunity to Provincial Legislatures to produce much needed uniformity in Provincial Law, by making a comparative study of the laws of any two or all of the Provinces so easy.

In addition we plan to provide a rapid consolidation service for Federal and Provincial Legislatures to remove the present ten year statutory revision problem. We hope to run a pilot project for this service in conjunction with the Manitoba Government.

Our work may eventually extend to the field of case law, but at present it is felt that the problem of finding the law there, is not as great as in the statutory field, since much indexing, digesting and abridgement has already been done. If case law was added it would of course mean that in one search it would be possible to obtain from the computer the statute and case law on a point.

It must be remembered that the computer is not a lawyer and does not purport to be such. It is a machine which will retrieve

2. . . have already developed a programme which enables the computer to produce a word frequency analysis which will be used eventually to produce an index of significant words obtained in the legislation, to guide the person wishing to do a search.

3. . . is considered that the amendments at present expected will be on an ad hoc basis.

information and process it. It will analyse material but in the end the good lawyers will still be good and the bad ones bad. It will mean, however, that some of the doubt and much of the mechanical labour could be removed from the lawyer's day.

S. J. SKELLY*

EXCHANGE CONTROL IN THE CONFLICT OF LAWS

The case reported under the name of *Colmenares v. Imperial Life Assurance*¹ is interesting in many ways, not the least of which is this title. The plaintiff's surname in full is Casteleiro y Colmenares, the former being, in the usual Spanish form, his father's name and the latter his mother's. When referring to a man under one name it is naturally his father's and not his mother's that is used. Such illiteracy is not confined to law reporting, and in law reporting is unfortunately not rare: there is for example the recent English case concerning the estate of the late Nawab of Bhopal, H.H. Sir Mohammed Hamidullahkhan, reported as *In re Khan's Settlement*.² Shall we live to see a litigant with the illustrious name of Dmitri Ivanovitch Donskoi abbreviated by some nonchalant reporter to "Vitch", or to "Skoi"?

The facts in the case under consideration are not unduly complicated, nor, since Dr. Schacht's financial methods have become respectable, are they particularly unusual. Mr. Casteleiro, a wealthy Cuban, insured his life by two policies in 1942 and 1947 with the Imperial Life Assurance Company, a Canadian company with its head office in Toronto. His proposal in each case was made through the company's Cuban agency, each policy being despatched by the head office in Toronto to that agency. The policy did not become binding until the agent had satisfied himself of the assured's state of health and delivered it to him together with a receipt for the first premium. In the ordinary course of business everything was expected to pass through the Havana office, and it was only in unusual circumstances that Toronto would deal directly with an assured. But the Havana office had no independent authority, all decision being vested in Toronto: in particular, any payment of benefits would be by cheque drawn in Toronto (though on Cuba), and all policies and premium

*Assistant Professor, Faculty of Law, University of Manitoba.

1. Ontario, at first instance, (1965) 51 D.L.R. (2nd) 122; Court of Appeal (1968) 54 D.L.R. (2nd) 386; Supreme Court of Canada, 62 D.L.R. (2nd) 138; I have been favored by the defendant with a copy of the record.

2. (1967) Ch. 587.