A Conversation about the Contract and Commercial Law Act 2017

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The Contract and Commercial Law Act 2017 is the first piece of legislation prepared pursuant to the revision powers contained in the Legislation Act 2012 which allow, inter alia, for several Acts to be combined and reworded in accordance with modern language and drafting style. This article, which is written in the form of a conversation between a law student and her contract professor, seeks to evaluate the Act. The tenor of the conversation is that the Act has failed to achieve its primary purpose of making the law more accessible.

Professor

Today I want to discuss with you the Contract and Commercial Law Act 2017, which we will call the CCLA. It seems to me that the Act has resulted in the business community incurring needless legal and other costs in order to have their contracts updated. And, of course, teachers of contract and commercial law have been caused a great deal of tiresome work for no obvious purpose or redeeming benefits. Mind you, the legal publishers are probably rejoicing because they have been able to make extra profits by bringing out new editions of their textbooks and statute compilations earlier than originally anticipated.

Student

Yes, last year I wasn't able to sell my 2016 fifth edition of Burrows, Finn and Todd's *Law of Contract in New Zealand*!

Professor

You might recall that in the contract class I described the Act as one of the daftest pieces of legislation I had ever encountered.

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Student

I do. Indeed, I recall your exact words. "Legislative madness", you shouted! We all laughed when you called the Act "Mr Finlayson's folly" because our former Attorney-General was the driving force behind the Act.

Professor

That was uncharacteristically unkind of me. But I still feel strongly about it!

Student

It didn't take me long to see why you felt that way. When we studied the law of misrepresentation and breach of contract we had to learn two lots of statutory provisions saying the same things in slightly different language in differently numbered sections — sub-pt 3 of pt 2 of the CCLA and the Contractual Remedies Act 1979. This couldn't be avoided because, although the Contractual Remedies Act has been repealed, all the leading cases are about that Act. And the nuisance seemed even more acute when it came to the large number of confusing cases on the Contractual Mistakes Act 1977 and its reincarnation in sub-pt 2 of pt 2 of the CCLA.

Professor

Yes, and unfortunately that will be an additional burden for contract students for the foreseeable future. Interestingly, the Law Commission in its 2008 report, *Presentation of New Zealand Statute Law*,[1] was very much alive to the fact that revision statutes will give rise to such inconvenience. The Commission acknowledged that "revision can disturb familiarity: section numbers can change, and some relearning may be required of users".[2] Nevertheless, it concluded that "these drawbacks … are greatly outweighed by the benefits" and that "[a]ffected users should tolerate a little temporary discomfort in return for the benefit of improved comprehensibility".[3] I think that the "discomfort" is more significant and long-lasting than that, especially for the Acts that have been the subject of a large amount of case law, but I would rather focus our discussion on the alleged countervailing benefits of passing the CCLA. You have been doing some research for your Honours essay, so remind me of the origins of the Act and its exact contents.

Student

Well, in a nutshell, the CCLA is the first piece of legislation prepared pursuant to the revision powers contained in sub-pt 3 of pt 2 of the Legislation Act which allow, among other things, for several Acts to be combined and reworded in accordance with modern language and current drafting style.

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1 Law Commission *Presentation of New Zealand Statute Law* (NZLC R104, 2008).

2 At [7.16].

3 At [7.16].

Although "minor amendments" can be made,[4] such revisions are not intended to change the effect of the law in the Acts that have been repealed. Indeed, s 4 of the CCLA states that it is not intended to change the law, except as expressly provided in sch 2. In the event that the redrafting gives rise to interpretation issues, resort can be had to the relevant repealed Acts. This is probably the main reason these Acts were reprinted as at 1 September 2017, the day the CCLA came into force.

Professor

What is the point of the exercise then?

Student

The Legislation Act implemented several of the Law Commission's recommendations in the report you mentioned earlier. One of the major recommendations concerned the need to improve the accessibility of legislation. In the Commission's view, accessibility entailed legislation being readily *available* to the public, being *navigable* (that is, "being able to find the relevant law without unnecessary difficulty")[5] and being "understandable to the user" in the sense of not being "expressed or presented in an unnecessarily complicated or obscure way".[6]

Professor

Ok, but this begs the question: to whom should legislation be accessible? Did the Commission say anything about that?

Student

Yes, in its view "legislation should be accessible to ordinary people" in the sense that "on reading it they should be able to gain a general understanding of their rights and obligations, while still acknowledging that they may sometimes need further legal assistance to more fully understand and pursue those rights and obligations".[7]

Professor

That sounds pretty idealistic to me. It is difficult enough for apparently well-educated law students to derive a "general understanding" of the law from a mere reading of the privity, contractual remedies and contractual mistakes legislation! Be that as it may, I am more interested in the notion of accessibility in the second sense of "navigability" that you mention. But, before we get to that, you'd better remind me of the CCLA's contents.

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4 Legislation Act 2012, s 31(2)(i).

5 Law Commission, above n 1, at [1.7].

6 At [1.8].

7 At [1.15].

Student

That's easy. It has redrafted and consolidated 11 of the statutes governing contract and commercial law in New Zealand into a single piece of legislation. These statutes, in the order they are revised, are: the Contracts (Privity) Act 1982; Contractual Mistakes Act 1977; Contractual Remedies Act 1979; Frustrated Contracts Act 1944; Illegal Contracts Act 1970; Minors' Contracts Act 1969; Sale of Goods Act 1908; Sale of Goods (United Nations Convention) Act 1994; Electronic Transactions Act 2002; Carriage of Goods Act 1979; and Mercantile Law Act 1908. There are also miscellaneous other provisions. For example, s 90 of the former Judicature Act 1908 dealing with time stipulations is re-enacted as s 118 in sub-pt 7 of pt 2.

Professor

I saw that, and it got me wondering what had happened to the important exception to the rule in *Foakes v Beer*[8] in s 92 of the Judicature Act when that Act was repealed by the Senior Courts Act 2016. I eventually tracked it down to s 27A of the Property Law Act 2007.

Student

That seems bizarre. It has been added to sub-pt 2 of pt 2 of the Property Law Act, the replacement of the Contracts Enforcement Act 1956, dealing with the writing requirements for dispositions of land and contracts of guarantee. Section 92 is not concerned with the unenforceability of a particular type of agreement if it is not in writing. It is a qualification to the doctrine of consideration. Prior to the enactment of the section an agreement to accept part payment in satisfaction of a larger debt was prima facie not binding for want of consideration, unless contained in a deed, *even if* the agreement was in writing. What s 92 essentially said was that a written acknowledgement by a creditor of the receipt of a part of a debt in satisfaction of the whole debt operates as a discharge of the debt *despite want of consideration.*

Professor

Exactly, I have taught you well! So, what you are saying is that s 92 belongs in the CCLA, not the Property Law Act?

Student

Yes, but I would go further and argue that the whole of sub-pt 2 of pt 2 of the Property Law Act, at least so far as it affects contracts, should have been included in the CCLA if the aim was to improve the accessibility of legislation affecting contracts.

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8 *Foakes v Beer* (1884) 9 App Cas 605 (HL).

Professor

I agree but, before I comment further on that, we should note another change consequential upon the repeal of the Judicature Act. The important provisions of ss 94A and 94B dealing with the recovery of payments made under mistake have been re-enacted as ss 74A and 74B of the Property Law Act. They are in sub-pt 7 of pt 2 which contains various modifications to common law property rules. What do you make of this?

Student

That's a tricky one. There isn't a natural home for those provisions but I think it would have been better to include them in a separate subpart to pt 2 of the CCLA. Although a mistaken payment may sometimes give rise to a proprietary claim, the old ss 94A and 94B are not rules of property law. They would be much more accessible in the CCLA. So too, arguably, would s 13 of the Senior Courts Act 2016 which re-enacted s 16A of the Judicature Act and which, of course, was formerly known as Lord Cairns' Act. In my view, s 13, which confirms that "[t]he High Court may award damages in addition to or in substitution for an injunction or specific performance", would be better placed in the contractual remedies part of the CCLA.

Professor

I'm inclined to agree with you. Interestingly, the Law Commission said that ss 94A and 94B, as well s 92, were "[i]mportant provisions on contract".[9]

Student

Yes, the Commission regarded those provisions and the six "contract" statutes – the Frustrated Contracts Act 1944, Minors' Contracts Act 1969, Illegal Contracts Act 1970, Contractual Mistakes Act 1977, Contractual Remedies Act 1979 and Contracts (Privity) Act 1982 – as "obvious candidates" for a revision Act.[10] It said that "[a]ll of these provisions could be brought together in a way that would enable coherence and rationalisation, and avoid repetition."[11]

Professor

Well, I would dispute that the contract statutes lacked coherence or needed streamlining and that these are matters that a revision Act would fix. And I disagree that they are *repetitive* because each deals with a separate aspect of the law of contract. What was required, to varying degrees, was *reform.* All that the CCLA has done is to bundle them all together, albeit in so-called "modern" drafting style and format.

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9 Law Commission, above n 1, at [7.72].

10 At [7.72].

11 At [7.72].

Student

Yes, but it is interesting that the Commission only had in mind a "Contract Act" not a Contract *and Commercial Law* Act.

Professor

That would have been a lesser evil, for sure, because it would draw together the reforms to the general doctrines of the law of contract that were implemented by the six statutes you mentioned. I am still not convinced that there is much to be gained from such a revision, but we are in danger of straying from the main issues I want to address. Let's focus on the Act that we *do* have and start by returning to your earlier point concerning writing requirements. It would obviously have been impossible for the CCLA to cover or refer to all the statutes that require writing as a condition of enforceability or validity of particular types of contract or that specify the terms that the agreement must contain (such as the Sharemilking Agreements Act 1937).[12] However, the writing requirements in the Property Law Act, which originated as far back as 1677 in the Statute of Frauds, are a core aspect of contract law. So this tends to suggest a negative answer to the question I want to concentrate on now. Can it be said that the CCLA as a whole has improved the accessibility of legislation governing contract and commercial law in New Zealand? By accessibility I mean being able to find relevant legislation without undue difficulty. To my mind, the success or failure of the Act must be judged against this criterion because, as the Law Commission pointed out, the very purpose of a revision Act is "to enhance the accessibility of the law".[13] Can you elaborate on what accessibility means in this sense?

Student

All I can say is that the Commission said that it "includes the ability to know that a relevant piece of legislation exists in the first place, knowing where to look for it, and being sure that one has found all the relevant law on the subject. If the law on a subject is scattered throughout several different Acts, that can impede accessibility."[14]

Professor

Well then, one can assume that a major objective of the CCLA was to combine in one statute the important legislation in the areas of contract and commercial law, the latter being best defined as "that branch of law which is concerned with rights and duties arising from the supply of goods and services in the way of trade".[15] The problem is that this objective was impossible to achieve. There are so

12 See also pt 4A of the Building Act 2004 and the Building (Residential Consumer Rights and Remedies) Regulations 2014.

13 Law Commission, above n 1, at [7.17].

14 At [7.17].

15 Ewan McKendrick (ed) *Goode on Commercial Law* (5th ed, LexisNexis, London, 2016) at [1.10].

many relevant Acts that a comprehensive consolidation or "revision" statute, the term that the Law Commission prefers,[16] would be so long and unwieldy as to be counterproductive. One can therefore understand the decision to be highly selective, but that just raises the question, why bother in the first place if many important pieces of legislation governing everyday contracts are omitted and thus make the CCLA potentially misleading? Can you give me some examples of these omissions?

Student

When I rent an apartment, the Residential Tenancies Act 1986 applies. If I take out a loan to enable me to buy a computer, the Credit Contracts and Consumer Finance Act 2003 applies. So too does the Personal Property Securities Act 1999 if the lender takes a security. And when I actually buy the computer the sale is governed by Consumer Guarantees Act 1993.

Professor

And didn't you sign an employment contract when you became my research assistant?

Student

Oh yes, and that is currently regulated by the Employment Relations Act 2000.

Professor

There are numerous other examples too. Contracts of insurance are affected by several statutes. Indeed, so much so that the Law Commission suggested that these statutes, as well as those regulating other areas of commercial law such as "banking and cheques",[17] might be the subject of separate revision Acts – which raises the question again, how did we end up with a Contract *and Commercial Law* Act? The insurance Acts that spring to mind are the Insurance Law Reform Acts of 1977 and 1985, the Life Insurance Act 1908, the Insurance Intermediaries Act 1994 and the Marine Insurance Act 1908.

Student

And then there are the various types of contract that are regulated by the Fair Trading Act 1986 since the 2013 amendment. The law relating to unsolicited goods and services, previously in the Unsolicited Goods and Services Act 1975, is now to be found in pt 1 (ss 21A–21D). Layby sale agreements are now governed by sub-pt 1 of pt 4A (replacing the Layby Sales Act 1971), uninvited direct sale agreements by sub-pt 2 (replacing the Door to Door Sales Act 1967), extended warranty agreements by sub-pt 3 and sales at auction by sub-pt 4. Also important are ss 46H–46M relating to unfair contract terms.

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16 Law Commission, above n 1, at [7.7].

17 At [7.74].

Professor

And I nearly forgot, there is the comprehensive regulation of sales by motor vehicle dealers in the Motor Vehicle Sales Act 2003.

Student

This is a pretty damning list and it shows how futile the CCLA is. The improvements to the accessibility of the statute book are at best minimal.

Professor

Yes, but there is much more to be said. Another important factor to take into account when evaluating the Act is that all of the revised and consolidated statutes concern areas of what are commonly known as "lawyers' law". They employ many technical terms and they are encrusted with substantial bodies of case law. Furthermore, the "contract" statutes in particular (those re-enacted in pt 2) either employ common law concepts or can only be understood against their common law background, the latter being something that even trained lawyers have not always understood. So I disagree with the Attorney-General when he said in his second reading speech that the effect of the Act will be that "people do not have to go off to lawyers and pay exorbitant rates per hour to get an interpretation of something".[18] Few non-lawyers would be justified in thinking that they had found the solution to their issue simply by finding and reading the relevant provisions. Take, for example, what used to be s 7 of the Contractual Remedies Act, which has now absurdly been broken up into *five* sections.[19] It cannot be understood without knowledge of difficult common law concepts such as breach and affirmation and without consulting the many cases that have interpreted and applied the section.

Student

Yes, I think we could multiply the examples. Sections 5–7 of the Contracts (Privity) Act, which restrict variation or discharge by the parties of a contract benefiting a third party, can only be understood if read against the background of the fundamental principle of freedom of contract, something that many in our class last year took a long time to cotton on to!

Professor

Another example is s 6 of the Contractual Mistakes Act. The criteria for obtaining relief in that section are also difficult to understand, albeit primarily because of the mess the courts have made in interpreting them. Indeed, as pointed out in our leading textbook,[20] "[i]t is a measure of the intrinsic

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18 See (16 February 2017) 720 NZPD 16322.

19 Contract and Commercial Law Act 2017 [CCLA], ss 36–40.

20 Jeremy Finn, Stephen Todd and Matthew Barber *Burrows Finn and Todd on the Law of Contract in New Zealand* (6th ed, LexisNexis, Wellington, 2018) at 327, n 17.

difficulty of the law of mistake and of the controversies over the application of the Act" that there has been "spirited debate" among commentators "over the ambit, meaning and application of its provisions".

Student

And no lay people will make sense of the Frustrated Contracts Act unless they have some idea of what the common law doctrine of frustration is. Even the defined term "illegal contract" in s 3 of the Illegal Contracts Act expressly requires knowledge of when a contract is "illegal at law or in equity". Shall I go on?

Professor

No, I think you have made your point! Let's now consider some of the individual parts of the CCLA and illustrate further how partial and potentially misleading they are. We can start with the revision of the Contracts (Privity) Act in sub-pt 1 of pt 2.

Student

Yes, this provides an important exception to the doctrine of privity. But, apart from the fact that there are several common law exceptions that need to be read alongside it, and even recent developments in the case law that give greater protection to third party beneficiaries than the Act provides,[21] there are other legislative provisions that are not referred to in the CCLA and therefore could easily be overlooked. For example, the Consumer Guarantees Act gives consumers various rights against the manufacturers of goods,[22] and a person who is the donee of goods that turn out to be faulty has rights against both the supplier and the manufacturer.[23]

Professor

And we should not forget other legislative exceptions, still in force, that were enacted from time to time to prevent the injustice or commercial inconvenience that the doctrine of privity often gave rise to. I have in mind s 75A of the Life Insurance Act 1908 (life insurance policies that are expressed to be for the benefit of one's spouse, partner or children create a trust in their favour), s 15(2) of the Marine Insurance Act 1908 and s 5(1) of the Occupiers' Liability Act 1962.

Let's turn now to the Contractual Remedies Act. I think that there are similar, even more acute, difficulties here.

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21 *Fraser River Pile & Dredge Ltd v Can-Dive Services Ltd* [1999] 3 SCR 108.

22 Consumer Guarantees Act 1993, pt 3.

23 Section 24.

Student

Indeed there are. If people feel aggrieved that they have been induced to enter into a contract by misrepresentation, or if a complaint of misrepresentation is made against them, consulting the CCLA will give them an incomplete and misleading picture of the law. Other statutes, as well as common law causes of action, may be relevant. Most important in this context is the Fair Trading Act. Suppose that purchasers of real estate allege that they were induced to enter the contract by misrepresentations made by the vendor's estate agent. If they consult the CCLA they will see that they have a damages claim against the vendor and possibly, subject to strict requirements, a right to cancel the contract. What they won't see is the potential claim against both the agent and the vendor for misleading or deceptive conduct in breach of s 9 of the Fair Trading Act and the quite different remedial regime for such breach. They also won't see the possibility of alternative common law causes of action against the agent for fraudulent or negligent misrepresentation but, of course, that simply highlights how "scattered" the law of misrepresentation is. The relevant point for present purposes is that the CCLA does not achieve any greater accessibility of the law in this area. Indeed, lay people who consult the Act may be misled as to the claims they have.

Professor

I agree, but there is also a further important gap. This concerns insurance contracts and the restrictions on the avoidance of such contracts by the insurer on account of misrepresentation by the policy holder. These are tucked away in the Insurance Law Reform Act 1977. As a result, lay people who consult the CCLA may be misled into believing that they have no answer to the insurer's avoidance of the policy in question.

Let's turn now to the revision of the Carriage of Goods Act 1979 in sub-pt 1 of pt 5 of the Act. I believe this also has done nothing to improve accessibility of the law.

Student

Yes, parties aggrieved by breach of a carriage of goods contract will not gain more than a partial explanation of their rights by consulting sub-pt 1 of pt 5. It only covers situations involving loss or damage to goods while in a carrier's care. Other legislation not included in the CCLA, such as the Fair Trading Act and the Consumer Guarantees Act, may actually cover the complaint. For example, where the carrier causes damage to other property of the customer while delivering the goods there may be a breach of s 28 of the latter Act which contains "a guarantee that the service will be carried out with reasonable care and skill". Or, where delivery is late, there may be a breach of s 5A of the Act. The CCLA fails to draw attention to the customer's legal rights in such situations.

Professor

It is also important to note that sub-pt 1 of pt 5, like the Carriage of Goods Act, only applies to the domestic carriage of goods.[24] Different regimes cover contracts for the international carriage of goods by sea and contracts for the international carriage of goods by air. The former are primarily governed by the Hague-Visby Rules, adopted in New Zealand now by s 209 of the Maritime Transport Act 1994 and the latter by various international conventions adopted in pt 9A of the Civil Aviation Act 1990. Importers and exporters of goods may be affected by all three regimes as well as the common law of contract.

We must draw this stimulating discussion to an end shortly, but I have been wondering whether the omission of some of the statutes can be defended on the basis that they are concerned with so-called "consumer" law. I have in mind the likes of the Consumer Guarantees Act, the Residential Tenancies Act and the provisions of the Fair Trading Act that we have highlighted.

Student

I don't think so. The whole purpose of CCLA is to provide ordinary lay people with better access to the statute law governing the contractual transactions they will enter into in the course of their everyday lives. Most of these will concern contracts with traders and other businesses for the supply of goods and services. And when things go wrong – for example, goods are faulty, the plumber or electrician does a bad job, a landlord refuses to carry out essential repairs, a door-to-door salesperson applies pressure to secure a sale of an expensive vacuum cleaner and so on – the CCLA won't help because the relevant law is in the other Acts you have mentioned. Ordinary folk are much more likely to find that their rights are governed by those Acts than the likes of the Contractual Mistakes and Contracts (Privity) Acts.

Professor

I can't argue with you on that! Are there any other aspects of the CCLA that concern you?

Student

There is one, but it is not unique to the CCLA. It concerns the modern practice of including random examples to illustrate the effect of particular provisions. Most of those in CCLA are blindingly obvious and serve no practical purpose, but sadly others are wrong, incomplete or require qualification.

Professor

Can you give me one that is wrong?

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24 CCLA, s 243.

Student

Yes, it concerns the mercantile agency exception to the *nemo dat* rule formerly contained in s 3 of the Mercantile Law but now in pt 5 sub-pt 2 of the CCLA (s 297). The example says:

> A person (**A**) runs a fairly substantial business of selling second-hand televisions, computers, and other electrical equipment as an agent on behalf of the owners of those goods.
>
> Another person (**B**) gives B's television to A for the purposes of repair (rather than sale).
>
> A, when acting in the ordinary course of his business, sells B's television to a consumer (**C**). C buys the television honestly and does not know that A has not been given authority to sell it.
>
> C obtains good title to the television.

This is completely wrong. It is well established that the goods must be in the possession of the mercantile agent in his capacity as such.[25] The section does not apply if goods are entrusted to a dealer for the purpose of repair.[26] Hence C does *not* get good title to the television.

Professor

Oh dear, that *is* a clean miss and it confirms my suspicions concerning the competence of the people who worked on the Bill! Now, give me your best problematic example.

Student

This one was hard to miss. It is the very first example in the Act and the only one in sub-pt 2 of pt 2 which replaces the Contractual Mistakes Act. It relates to s 25 of the CCLA, formerly the contentious s 6(2)(a) of the Contractual Mistakes Act, which provides that a mistake in relation to the contract in respect of which relief is sought "does not include a mistake in its interpretation". The example reads:

> A person (**A**) signs an offer under which A states that A personally guarantees that the debts of a company will be paid. The offer is accepted and a contract is formed.
>
> A mistakenly thinks that the offer does not affect A's personal liability.
>
> A has made a mistake in the interpretation of the contract.
>
> The mistake cannot form the basis of an application for relief under section 28.

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25 See for example *Astley Industrial Trust Ltd v Miller* [1968] 2 All ER 36 (HC) and *Pearson v Rose & Young Ltd* [1951] 1 KB 275 (CA) at 288 per Denning LJ: (there "must be a consent to the possession of the goods by a mercantile agent as mercantile agent … That means that the owner must consent to the agent having them for a purpose which is in some way or other connected with his business as a mercantile agent. It may not actually be for sale. It may be for display or to get offers, or merely to put in his showroom; but there must be a consent to something of that kind before the owner can be deprived of his goods.")

26 McKendrick, above n 15, at [16.18] and [16.39].

It is clear that this example is based on the facts and decision in *Paulger v Butland Industries Ltd* where the Court of Appeal held that there is a mistake in interpretation, and hence no mistake in respect of which relief may be granted, "where one party misunderstood the clearly expressed intention of the other, or where one party meant something different from the plain meaning of his own words".[27] The many difficulties with this and other aspects of the Court's reasoning are fully documented elsewhere,[28] the most important for present purposes being that it negatives the availability of relief in some cases where it was clearly intended that that there would be an operative mistake for the purposes of the Act: for example, where the defendant *knows* that the plaintiff did not intend to assume the obligation that their written agreement plainly provides for.

Professor

And those responsible for drafting the example would have seen that it was problematic if they had simply consulted the then current edition of Burrows, Finn and Todd's *Law of Contract in New Zealand*. The authors observed, albeit with a degree of understatement, that the reasoning in *Paulger* "may well not accord with the apparent policy of the Act, and may require the courts to revisit this area".[29]

We are nearly out of time. Do you have any concluding comments?

Student

There is not a lot to add. I would just reiterate that the main object of the CCLA was to bring together in one Act provisions on the same subject that were previously spread over different Acts. For the reasons we have talked about, this was an impossible task. The chosen subject was too large. The legislation affecting contract and commercial law *remains* scattered over a large number of different Acts. As mentioned earlier, arguably it would have made more sense to concentrate on just bringing together the "contract" statutes – the statutes that reformed the general doctrines of contract law as opposed to the many statutes regulating specific kinds of contract such as insurance, employment, residential tenancies etc.

Professor

I see your point but I would still reserve judgment on that. What I am sure about is that I profoundly disagree with the view expressed by our esteemed former Attorney-General that the day the Bill was

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27 *Paulger v Butland Industries Ltd* [1989] 3 NZLR 549 (CA) at 554.

28 DW McLauchlan "The Demise of *Conlon v Ozolins:* 'Mistake in Interpretation' or Another Case of Mistaken Interpretation?" (1991) 14 NZULR 229.

29 John Burrows, Jeremy Finn and Stephen Todd *Law of Contract in New Zealand* (5th ed, LexisNexis, Wellington, 2016) at [10.3.4].

introduced to Parliament was "a great day for the statute book".[30] He went on to say that "[t]his revision Bill will assist people and businesses to find and follow the rules that apply to them, helping to reduce regulatory costs." And during the second reading debate he made similar statements such as "[c]ombining the contracts statutes with related commercial ones is going to make them more accessible", "the bill will allow people and businesses to easily find and follow the rules that affect them, and this is going to help reduce regulatory costs", and, as mentioned earlier, the bill will help to make the statute book "more user-friendly so that people do not have to go off to lawyers and pay exorbitant rates per hour to get an interpretation of something".[31] He even said that "this is a really exciting day for Parliament". Parliament must be an even duller place than I imagined if this piece of legislation caused excitement! Needless to say, for the reasons we have covered, the supporting arguments do not survive close scrutiny.

30 Christopher Finlayson "Contract and Commercial Law Bill introduced" (press release, 20 May 2016).

31 See (16 February 2017) 720 NZPD 16322.