



Style Guidelines

Contract and Commercial Law Review

In preparing material for submission, authors should be guided by the following points. Submissions which do not conform cannot be considered for publication.

1. **Title** Each article, case note or comment should have a title which is both succinct and descriptive. (Style as Heading 1)
2. **Autobiographical notes** Authors must provide details of their full name and current position. (Style as Heading 5)
3. **Abstract** An abstract of no more than 150 words should be provided for articles, case notes and comments. (Style as Abstract)
4. **Capital letters** Use capital letters sparingly — upper case for specific singular use (eg Supreme Court of New South Wales or the Human Rights Commission) and lower case thereafter (eg court, commission).
5. **Italics** should be used sparingly for emphasis, for Latin words or phrases (with the exception of common phrases such as *prima facie* or *quantum meruit*) and for legislation (see below).
6. **Quote marks** *CCLR* style is to use single quote marks and double within single.
7. **Abbreviations**

Full points are not used in abbreviations.

Commonly used abbreviations include: art (article); arts (articles); cl (clause); cll clauses); p (page); pp (pages); para (paragraph); paras (paragraphs); s (section) and ss (sections). The symbol § is acceptable as an abbreviation for 'section' in book references, US statutes and Restatements of the Law.

8. **Footnotes**

Footnotes should be numbered consecutively throughout.

All bibliographical details, case citations etc should be contained in the footnotes and not in the text.

As a rule footnotes should not be used to make substantive points.

Footnote signifiers must be appropriately placed, and generally after any punctuation, eg 'the parties are discharged';⁵

Where a blocked quotation appears in the text, the signifier should be placed at the end of the line of text which precedes the quotation.

Book reviews must not contain footnotes.

9. References and citations

Cases

The full citation of a case should always be used when a case is first mentioned. Where available, the *authorised report of the case must be cited* eg *McRae v Commonwealth Disposals Commission* (1951) 84 CLR 377. (Citations in the form '(1951) 84 CLR 377, HCA' are not used.)

For case names use surnames only (unless it is a company name) and one party on either side only. Do not use 'et al', 'and anor' or 'and ors', 'and others' or 'and another' in case names (*Armitage v Nurse* [1998] Ch 241 **not** *Armitage v Nurse and Others* [1998] Ch 241).

Footnotes do not need to repeat case names if the complete case name appears in the text.

The name of a case may be abbreviated in subsequent references, but the citation should generally be complete if there is a page reference eg *Hongkong Fir* case [1962] 2 QB 26 at 71.

Citations in the form [1962] 2 QB 26 at 71D are not used.

Cases cited from the *Nominate Reports* must include the *English Reports* citation eg *Taylor v Caldwell* (1863) 3 B & S 826; 122 ER 309.

CCLR style for specific page references is 'at' without 'p' eg (1972) 127 CLR 454 at 457, 459.

For cases decided from 2000 onwards, the neutral citation must be included. *CCLR* style is for the neutral citation to follow the authorised (or other) report eg *Adventure World Travel Pty Ltd v Newsom* (2014) 86 NSWLR 515; [2014] NSWCA 174; *Barton v Morris* [2023] AC 684; [2023] UKSC 3.

Where there is a neutral citation, *CCLR* style is to include 'at' references in either of two forms: *Price* (2021) 270 CLR 450 at 462 per Kiefel CJ and Edelman J, 467 per Gageler and Gordon JJ, 486 per Steward J; [2021] HCA 20 at [20], [41], [98] **or** *Price* (2021) 270 CLR 450; [2021] HCA 20 at [20] per Kiefel CJ and Edelman J, [41] per Gageler and Gordon JJ, [98] per Steward J.

Please use the following abbreviations: Assoc; Co; Corp; decd; Ex parte; Inc; (in liq); (in rec); Ltd; Pty; Re (not In Re); revd; t/as.

Do not abbreviate Commonwealth or States when they are parties to the case.

Books

CCLR style for initial references to books is as follows: J W Carter, *Carter's Guide to Australian Contract Law*, 4th ed, JW Carter Publishing Pty Ltd, Sydney, 2022, p 431.

Subsequent references should appear as: Carter, above, n 5, p 3.

Chapters within books are cited as follows: J W Carter, John Eldridge and Elisabeth Peden, 'Doctrinal Landmark: *Codelfa Construction Pty Ltd v State Rail Authority of New South Wales*' in Barbara McDonald, Ben Chen and Jeffrey Gordon, eds, *Dynamic and Principled: The Influence of Sir Anthony Mason*, Federation Press, Sydney, 2022, p 266.

Journal articles and notes

Journal names should be italicised and generally abbreviated in accordance with the journal's preference. These abbreviations can be found in the Cardiff Guide to Legal Abbreviations: <<http://www.legalabbrevs.cardiff.ac.uk/>>.

CCLR style for initial references to articles is as follows: David Campbell, 'Bringing Down the Ceiling' (2023) 1 CCLR 22.

Always ensure the volume number is provided, if there is one. If there is no volume number, please use square brackets for the year. Citations that identify a particular issue are not used unless the pagination of the journal restarts with each issue (as in the case of the *Commercial Law Quarterly*), eg S R Atkinson and G J Tolhurst, 'Certainty in Joint Venture Negotiations: A Case Study' (2015) 29 (1) CLQ 3.

Case notes in journals should generally be cited without a title. There is no comma after the author's name eg Nuwan Dias (2023) 1 CCLR 55.

Page references other than to the initial page are preceded by 'at' eg (2023) 1 CCLR 3 at 18.

Subsequent references should be presented as: Dias, above, n 5 at 56. However, full citations are also acceptable.

Legislation

Initial references to statutes are to the full short title, with the jurisdiction indicated in parens eg *Insurance Contracts Act 1984* (Cth).

In footnotes, CCLR style for references to specific sections is, for example, *Sale of Goods Act 1923* (NSW), s 11.

Subsequent references may be descriptive, eg *Insurance Contracts Act*.

Note that statute titles but not dates are italicised.

Websites

Include angle brackets and access date. Avoid long urls where possible — direct readers to the home page or landing page for the section of the website where the content is located.

10. Heading levels and styles

No numbering

Headings in the CCLR will not include numbering in any format, whether Arabic, Roman or any other letter-numeric format (eg A, B, C).

Levels

For most articles it is expected that there will be no more than three levels of heading, the first level being the article title.

Styles for levels (see last page for a sample)

To ensure correct typesetting of the different levels of heading, the headings in the manuscript must be formatted in the following manner:

First level (Article title) (Style as Heading 1)

Centred, not bold, capital letters for all words except prepositions, conjunctions and adverbs

Second level (Style as Heading 2)

Centred, bold, capital letters for all words except prepositions, conjunctions and adverbs

Third level (Style as Heading 3)

Centred, not bold, capital letters for all words except prepositions, conjunctions and adverbs

Fourth level (if absolutely necessary) (Style as Heading 4)

Flush left, not bold, capital letter first word only

Use of italics within headings

Italics should only be used to emphasise particular words or for case names within headings (which should usually be in abbreviated form).

11. Cross-referencing

If you wish to refer to another part of your article, please use the following form of cross-referencing to paragraph numbers (not pages):

above [or below], [#]

You will need to complete the cross references when correcting proofs.

Do not use automated cross-references in your manuscript.

12. **Language** The preferred language is gender-neutral plain English. Latin and foreign phrases should be kept to a minimum and not used where an English language alternative is appropriate eg 'above' rather than 'supra'.



JW Carter
PUBLISHING

Sample of a page using the basic MSWord Style names in Red



Heading 1

Title of Article or Case

Bowmakers Revisited — Independent Causes of Action for Restitution

Heading 5

Authors showing credentials as footnotes

J W Carter,^{*} *Wayne Courtney*[†] and *Gregory Tolhurst*[‡]

This article explores the interaction between contract, personal property and restitution in the context of illegal contracts. The thesis is that just as under the well-known – but much criticised – decision in *Bowmakers Ltd v Barnet Instruments Ltd* a claim in tort may be available against a wrongdoer who happened to obtain goods under an illegal contract with the plaintiff, so also restitution may be available against a defendant who received payment under an illegal contract with the plaintiff. However, the reasoning of the High Court of Australia in *Equuscorp Pty Ltd v Haxton* seems somewhat problematic.

Abstract

Heading 2

The Bowmakers Principle

Heading 3

The Decision in *Bowmakers*

Normal

Used for main text

In *Bowmakers*, one Smith (A) sold certain goods to the plaintiffs, Bowmakers Ltd (B), who let them to the defendants, Barnet Instruments Ltd (C) under three hire-purchase contracts. The English Court of Appeal assumed that B's contracts (with A and C) were illegal as prohibited by statute. Even so, A's ownership of the goods had passed to B under executed contracts of sale.¹ The court held that, as the owner of the goods, B was entitled to damages for the tort of conversion the commission of which C admitted.

1

Paragraph numbers

These will be generated by the typesetter

Heading 4

Heading 4 sample

Much of the criticism of *Bowmakers* (referred to below) has ignored the proposition which provided the foundation for the court's analysis. Delivering the court's judgment, du Parcq LJ said:²

2

Quote

Prima facie, a man is entitled to his own property, and it is not a general principle of our law ... that when one man's goods have got into another's possession in consequence of some unlawful dealings between them, the true owner can never be allowed to recover those goods by an action.

Author

credentials as part of Heading 5

^{*} Professor Emeritus, University of Sydney; Consultant, Herbert Smith Freehills.
[†] Professor of Law, National University of Singapore.
[‡] Professor of Law, University of Sydney.

Footnote

- 1 But see M J Higgins, 'The Transfer of Property Under Illegal Transactions' (1962) 25 *MLR* 149.
- 2 [1945] 1 KB 65 at 70. For illustrations of the same principle in the context of wrongs by third parties see *Russell v Wilson* (1923) 33 CLR 538; *Gollan v Nugent* (1988) 166 CLR 18.