

ment (*Sydney Morning Herald*, 30 August 1989).

*new south wales.* The legislation proposed in the New South Wales Parliament would impose fines up to \$5000 on doctors who perform an abortion in a private hospital or a private clinic and would subject them to possible deregistration. The private member's bill was introduced by Liberal Party backbencher Mr Guy Yeomans and has received the support of the Labor Party President of the Legislative Council Mr Johnno Johnson. Mr Johnson said:

I want to make it abundantly clear that I would lay down my political career if I thought any action of mine would stop the destruction of unborn Australians. I would like to see all abortions outlawed (*Sydney Morning Herald*, 17 November 1989).

The Bill was criticised by the president of the New South Wales Abortion Rights Coalition Ms Pam Simons who said that it restricted choice and was too costly to regulate (*Sydney Morning Herald*, 16 November 1989). The President of the Doctors' Reform Society, Dr Con Costa said:

The end result would be no lessening of the number of abortions performed but longer delays which could convert safe operations into complicated and more dangerous ones. It would encourage clandestine or self-abortions for those women turned away and desperate (*Sydney Morning Herald*, 17 November 1989).

The Anglican and Catholic Archbishops of Sydney called for the merits and limitations of the proposed legislation to be discussed. They said:

Abortions of convenience are irresponsible social behaviour. Abortions devalue human life and dehumanise the unborn child to the status of an object. The government has a responsibility to at least limit this unjust social evil (*Sydney Morning Herald*, 25 November 1989).

Neither the proposed federal or New South Wales legislation has yet been debated in Parliament.

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## reform of implied terms in contracts

A verbal contract isn't worth the paper it's printed on.

Samuel Goldwyn (1882–1974)

Implied terms provide that suppliers of goods and services are liable to compensate buyers of the goods and services when the goods do not meet general standards of quality, they do not accord with the description under which they are supplied, or the title is defective. Implied conditions and warranties are an important part of the current Australian law on compensation for damage resulting from the use of products, but were criticised by the ALRC and VLRC in their report on product liability laws (see [1989] *Reform* 191). The recommendations made by the ALRC are currently being considered by the Industries Assistance Commission. However, other bodies have expressed considerable dissatisfaction with the state of the law on implied conditions and warranties in consumer transactions, which form an important part of the current law of product liability.

*australia and new zealand.* The NSWLRC published an Issues Paper (NSWLRC IP 5) in March 1988 on implied terms in contracts for the sale of goods as part of its reference on Sale of Goods. In New Zealand, an American expert, Professor D Vernon, made some recommendations for post-sale consumer protection laws. These recommendations, together with the ALRC/VLRC proposals, are currently under consideration by the Standing Committee of Consumer Affairs (SCOCAM) which is about to consider a series of suggestions on how the scope and nature of implied terms in consumer contracts might be reformed.

*united kingdom.* On 20 December 1989, a non-partisan group of private members, backed by the UK Consumers' Association, introduced the Consumer Guarantees Bill.

The Bill, if enacted, would replace the concept of 'merchantable quality' in the Sale of Goods Act and similar legislation with that of 'satisfactory quality', defined along the lines suggested by the Law Commissions of England and Scotland in 1987 (LC160, SLC104, *Sale and Supply of Goods*). To be 'satisfactory', goods must be fit for all of the purposes for which goods of the kind in question are commonly supplied. In addition, matters of appearance and finish, freedom from minor defects, safety and desirability would be considered in determining whether or not goods are 'of satisfactory quality'. In addition, the Consumer Guarantees Bill would require the supplier of major domestic appliances and motor vehicles to state whether or not a 'consumer guarantee' is given with the goods. A 'consumer guarantee' is a set of obligations defined by the Act. When given, the person giving the guarantee is obliged to repair or replace the goods in specified circumstances. Failure to comply with a consumer guarantee will attract a criminal penalty. The Bill would also amend the Sale of Goods legislation to provide more effective remedies to consumers, whether or not a consumer guarantee was in effect. Some of the reforms proposed in the Bill are similar to those achieved by Part V of the Trade Practices Act 1974 (Cth) but some go far beyond current law in Australia. At this stage it is not known when the Bill is likely to be debated, nor what the attitude of the Thatcher government will be.

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## consumer awareness of legal rights

How many pretenses men that sell goods weave! What poor articles, with what a good face do they palm off on their customers!

Henry Ward Beecher, *Proverbs from Plymouth Pulpit* (1887)

The Trade Practices Commission has reported to the Minister of Consumer Affairs and the Standing Committee of Consumer Affairs Ministers (SCOCAM) that Australians have an appallingly low appreciation of the rights given to them by the law, especially the Trade Practices Act 1974 (Cth), Pt V Div 2 and 2A. (*Consumer awareness of, and reliance on, divisions 2 and 2A, part V, of the Trade Practices Act: a report by the Trade Practices Act at the direction of the Minister of Consumer Affairs.*) The report is part of a study currently being conducted by SCOCAM into post-sale consumer protection in Australia. It follows the Survey of Consumer Opinion published in 1987. The survey was conducted in 1985–86 by the Trade Practices Commission which administered a telephone questionnaire to a random sample of 300 residents of Sydney, Canberra and Dubbo. The telephone questionnaire asked respondents what they would do if a refrigerator which cost \$1000 failed to work, in breach of an express warranty, when repairs would cost \$200, and the period of the express warranty had expired.

*action 'not worth it'.* Forty-two per cent of respondents said that it was not worth taking any action. Eighty-nine per cent did not know, even after prompting, that the law gave them rights in this situation. Almost all of those who were aware of their rights said that they would take further action.

*minimal use of legal rights.* Trade Practices Commission investigators searched through close to 30,000 files in courts at all levels. In 940 of these files, the Trade Practices Act, Pt V Div 2 or 2A could, in the investigators' view, have been used, but it was pleaded in only two cases. Division 2 makes suppliers of goods and services liable to compensate consumers if the goods and services do not comply with basic general standards of quality. Division 2A makes the manufacturer of goods also liable in similar circumstances. Where the goods were manufactured outside Australia, the importer of the goods is liable. In the Small Claims Tribunals, where there are no formal pleadings and the con-