Pre Contractual Liability In English And French Law

This book describes how the international sales of goods have generally been ruled by either English Law or Civil Law, which has often posed problems due to different approaches regarding certain principles and institutions. It clarifies how the Vienna Convention on Contracts for the International Sale of Goods of 11th April, 1980, tried to harmonise these differences with a codification technique, typical of civil law, giving privilege to rules of civil law most of the time, but also introducing institutions from common law, that are not incompatible with civil law. It explains why the general principles of civil law and of UNIDROIT help with this goal of harmonisation, integrating the loopholes of the UN Convention on Contracts for the International Sale of Goods (CISG) during its interpretation. The work demonstrates why codification prevails over common law in the CISG most of the time, giving certitude and sophistication to this matter, which is vital for global commerce.

The book verifies the impact of national law and transnational rules on international contracts, particularly those with an arbitration clause.

Revisiting Carter v Boehm, the collected papers in this book are intended as a catalyst for rethinking the pre-contractual duties in insurance law and the related

principle of utmost good faith at a critical time for insurance law. In so doing, it endeavours to provide insurance law students, academics, practitioners and judges with new perspectives for a keen understanding of this fundamental aspect of insurance law, which has become increasingly dynamic under both common law and civil law legal traditions. It will explore to what extent and why the doctrines of pre-contractual duties in insurance law under the two major legal traditions are converging, as well as the implications of such convergence. It will be of great interest to students, academics and practitioners in the field of insurance law.

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The Unidroit Principles of International Contracts, first published in 1994, have met with extraordinary success in the legal and business community worldwide. Prepared by a group of eminent experts from all major legal systems of the world, they provide a comprehensive set of rules for international commercial contracts. Available in more than 20 language versions, they are increasingly being used by national legislatures as a source of inspiration in law reform projects, by lawyers

as guidelines in contract negotiations and by arbitrators as a legal basis for the settlement of disputes. In 2004 a new edition of the Unidroit Principles was approved, containing five new chapters and adaptations to take into account electronic contracting. This new edition of An International Restatement of Contract Law is the first comprehensive introduction to the Unidroit Principles 2004. In addition, it provides an extensive survey and analysis of the actual use of the Unidroit Principles in practice with special emphasis on the different ways in which they have been interpreted and applied by the courts and arbitral tribunals in the hundred or so cases reported worldwide. The book also contains the full text of the Preamble and the 180 articles of the Unidroit Principles 2004 in Chinese, English, French, German, Italian and Russian as well as the 1994 edition in Spanish. Published under the Transnational Publishers imprint.

The recently proposed Common European Sales Law is intended to overcome differences between national contract laws. 19 chapters, co-authored by British and German scholars, investigate for the first time how the projected CESL would interact with various aspects of English and German law.

The rules presented in this volume of "Principles of European Law" deal with service contracts. The economic importance of service contracts within the European Union is enormous. The European Commission recently estimated that services account for some 50% of EU GDP and

for some 60% of employment in the Union – though an exact figure is hard to determine given that many services are provided by manufacturers of goods. According to the European Commission, many services appear in official statistics as manufacturing activity, meaning that the role of services in the economy is often significantly underestimated.

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This is the third edition of the widely acclaimed and successful casebook on contract in the Ius Commune series, developed to be used throughout Europe and beyond by anyone who teaches, learns or practises law with a comparative or European perspective. The book contains leading cases, legislation and other materials from English, French and German law as the main representatives of the legal traditions within Europe, as well as EU legislation and case law and extracts from the Principles of European Contract Law. Comparisons are also made to other international restatements such as the Vienna Sales Convention, the UNIDROIT Principles of International Commercial Contracts, the Draft Common Frame of Reference and so on. Materials are chosen and ordered so as to foster comparative study, complemented with annotations and comparative overviews prepared by a multinational team. The third edition includes many new developments at the EU level (including the ill-fated proposal for a Common European Sales Law and further developments linked to the digital single market) and in national laws, in particular the major reform of the French Code civil in 2016 and 2018, the UK's Consumer Rights Act 2015 and new cases. The principal subjects covered in this book include: An overview of EU legislation and of soft law principles, and their interrelation with national law The distinctions between contract and property, tort and restitution Formation

and pre-contractual liability Validity, including duties of disclosure Interpretation and contents; performance and non-performance Remedies Supervening events Third parties.

Pure economic loss is one of the most discussed and controversial legal issues in Europe today, raising complex questions which affect the law of tort and contract. How far can tort liability expand without imposing excessive burdens upon individual activity? Should the recovery of pure economic loss be the domain principally of the law of contract? And is there a common core of principles, policies and rules governing tortious liability for pure economic loss in Europe? Originally published in 2003, this is a comprehensive study of the subject, using a fact-based comparative method and in-depth research into the laws of thirteen European countries. Following a historical and analytical introduction to economic loss, experts from most European countries consider how their national systems would deal with the same practical problem, highlighting similarities and differences in a range of comprehensive issues. This is the third publication of the Common Core of European Private Law.

Economic change, globalisation and harmonisation of European Law have brought new challenges to contract law. The contributions in this Volume by prominent legal scholars deal with current trends and perspectives in European and International Contract Law and their impact on the various domestic legal systems. The Compendium provides an analysis of new developments in formation of contract, performance and remedies, consumer contract law and the particularly controversial area of anti-discrimination law. Experts in their field examine the underlying legal principles and problems arising in legal practice in Common Law and Civil Law. The essays written in English, German and French are the product of a series of lectures held in 2006 at the Centre for European Private Law (CEP) at the University of Münster,

Germany. The contributing authors are: John Adams, Hugh Beale, Giuditta Cordero-Moss, Barbara Dauner-Lieb, Michele Graziadei, Thomas Gutmann, Geraint Howells, Simon James, Paul Lagarde, Matthias Lehmann, Peter Møgelvang-Hansen, Salvatore Patti, Thomas Pfeiffer, John C. Reitz, Judith Rochfeld, Martin Schmidt-Kessel, Jürgen Schmidt-Räntsch, Alessandro Somma, Stefano Troiano, Christian Twigg-Flesner, Antoni Vaquer Aloy and Fryderyk Zoll.
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This volume outlines European perspectives on the liability which may follow a break-off of precontractual negotiations.

2007 was arguably the most extraordinary year in recent memory for the development of Private International Law. Reflecting the vitality and fluidity of a subject that is in constant motion, Volume IX of the Yearbook of Private International Law is again a very rich and multi-faceted book. An entire thematic section of this volume is devoted to the "Rome II" Regulation on the law applicable to non-contractual obligations, which was adopted by the EC institutions in July 2007. Being the first EC regulation on pure applicable law issues, this text opens up a new era in the process of creating a European PIL system. It deserved therefore a detailed commentary and analysis of its main provisions by experts from several EU States. Because of the interest that this European text presents for third party States, some distinguished scholars from non-European areas (the US, Japan, Latin America and Australia) were also asked to express their views on this important piece of Community legislation and the possible influence it may have on conflict developments in their respective countries and regions.

Against the background of the creation of an EU-wide frame of reference for private law relevant to the Common Market, this study, which was requested by the EU Commission,

analyses the dovetailing between contract and tort law on the one hand, and between contract and property law on the other. The study examines the legal orders of almost all the Member States of the EU, illustrates the differences between contractual and non-contractual liability and evaluates the different systems of the transfer of property, of movable and immovable securities as well as trust law. The study comes to the conclusion that the intensive considerations on the creation of a model-law in the area of European private law do not allow these thoughts to be limited to contract law. Such a limitation to the scope of the regarding of this area would probably cause more problems than it would solve, or at any rate not do justice to the needs of the Common Market.

This collection of essays by Dutch, English and Swiss scholars deals with the impact of transnational law, in particular the law of the European Union and the Council of Europe, on the content and meaning given to domestic law by national legislators and judges. Topics covered include the constitutional and practical implications of implementing transnational law at the national level, as well as the interpretation of domestic law against the background of the European Convention on Human Rights, the law of the European Union and so called “soft law” instruments, in areas such as civil procedure, jurisdiction, contract, company law and competition law.

Studies in the Contract Laws of Asia provides an authoritative account of the contract law regimes of selected Asian jurisdictions, including the major centres of commerce where limited critical commentaries have been published in the English language. Each volume in the series aims to offer an insider's perspective into specific areas of contract law - remedies, formation, parties, contents, vitiating factors, change of circumstances, illegality, and public policy - and

explores how these diverse jurisdictions address common problems encountered in contractual disputes. A concluding chapter draws out the convergences and divergences, and other themes. All the Asian jurisdictions examined have inherited or adopted the common law or civil law models of European legal systems. Scholars of legal transplant will find a mine of information on how received law has developed after the initial adaptation and transplant process, including the mechanisms of and influences affecting these developments. At the same time, many points of convergence emerge. These provide good starting points for regional harmonization projects. Volume II of this series deals with contract formation and contracts for the benefit of third parties in the laws of China, India, Japan, Korea, Taiwan, Singapore, Malaysia, Hong Kong, Korea, Vietnam, Cambodia, Thailand, Indonesia, and Myanmar. Typically, each jurisdiction is covered in two chapters; the first deals with contract formation, while the second deals with contracts for the benefit of third parties.

The Unidroit Principles of International Contracts, first published in 1994, have met with extraordinary success in the legal and business community worldwide. Prepared by a group of eminent experts from all major legal systems of the world, they provide a comprehensive set of rules for international commercial contracts. This new edition of An International Restatement of Contract Law is the first comprehensive introduction to the Unidroit Principles 2004. In addition, it provides an extensive survey and analysis of the actual use of the Unidroit Principles in practice with special emphasis on the different ways in which they have been interpreted and applied by the courts and arbitral tribunals in the hundred or so cases reported worldwide. The book also contains the full text of the Preamble and the 180 articles of the Unidroit Principles 2004 in Chinese, English, French, German, Italian and Russian as well as

the 1994 edition in Spanish.
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A unique comparative analysis of Chinese Contract Law accessible to lawyers from civil, common, and mixed law jurisdictions.
Significantly streamlined and updated, this second edition provides a clear introduction to all topics in the contract law curriculum.
This comprehensive yet accessible Research Handbook offers an expert guide to the key concepts, principles and debates in the modern law of unjust enrichment and restitution.
This book brings together the top international sales law scholars from twenty-three countries to review the Convention on Contracts for International Sale of Goods (CISG) and its role in the unification of global sales law. It reviews the substance of CISG rules and analyzes alternative interpretations. A comparative analysis is given of how countries have accepted, interpreted, and applied the CISG. Theoretical insights are offered into the problems of uniform laws, the CISG's role in bridging the gap between the common and civil legal traditions, and the debate over good faith in CISG jurisprudence. The book reviews case law relating to the interpretation and application of the provisions of the CISG; analyzes how it has been recognized and implemented by national courts and arbitral tribunals; offers insights into problems of uniformity of application of an international sales convention; compares the CISG with the English Sale of Goods Act and places it in the context of other texts of UNCITRAL; and analyzes the CISG from the practitioner's perspective.
Promises and Contract Law is the first modern work to explore the significance of promise to contract law from a comparative legal perspective. Part I explores the component elements of

promise, its role in Greek thought and Roman law, the importance of the moral duty to keep promises and the development of promissory ideas in medieval legal scholarship. Part II considers the modern contract law of a number of legal systems from a promissory perspective. The focus is on the law of England, Germany and three mixed legal systems (Scotland, South Africa and Louisiana), though other legal systems are also mentioned. Major topics subjected to a promissory analysis include formation of contract, third party rights, contractual remedies and the renunciation of contractual rights. Part III analyses the future role which promise might play in contract law, especially within a harmonised European contract law.

Drafting International Contracts is an essential resource for anyone working in international business. It features the latest trends, fostering an understanding of how international contracts are drafted in practice.

This book emanates from a duo-colloquium which explored the Europeanisation of private law in the context of efforts to consolidate the consumer acquis, the Draft Common Frame of Reference, the appointment of an Expert Group on a Common Frame of Reference in the area of European contract law, the passage of the Consumer Rights Directive and the proposed Common European Sales Law. This book, with fully updated contributions, critically reflects on whether the process of Europeanisation, which has shaped private law in the EU Member States, has now reached a significant turning point in its development, a point of

punctuated equilibrium. Written by a team of leading authors, the topics covered will be of concern in all European legal systems and beyond.

Precontractual Liability in European Private LawCambridge University Press

This volume considers the theme of the protection of the user in the field of Information Technology, and more specifically in relation to software licences, electronic information services and Internet access services. Litigation in IT usually stems from the users' feeling that their expectations have been frustrated at performance. When dealing with such cases, the courts seem to increasingly take the objective of user protection into account. How is this protection implemented? Is this trend generally desirable? Is this judicial protection excessive? What are the constraints met by IT providers that should be taken into account in litigation? How can the user's position be improved? User Protection in IT Contracts extensively presents the reasons why, and the ways in which national courts may decide a case in favour of the user. Many practical issues are considered in this respect. Which factors appear relevant to deal with liability claims in IT? Are exemption clauses always enforceable? What are the implications of information duties for IT providers? How can general conditions be safely incorporated to a contract? This book exhaustively reviews these and other issues in English, Dutch and French law.

This volume provides an advanced analysis of the law of contract for undergraduate courses covering the law of contract and the law of obligations. This book is a practical guide to personal and business negotiations. It is unique in going beyond the bargaining phase of negotiation to cover the entire process from your decision to negotiate through an evaluation of your negotiation performance. Also included are tools such as a negotiation planner, "decision trees" for calculating negotiation alternatives, psychological tools for increasing negotiation power, and tools for assessing your negotiation style.