Schlechtriem And Schwenzer Commentary On The Un Convention On The International Sale Of Goods Cisg

"... there is a lack of a clear and simple exposition of the CISG for students and practitioners. That is the role of the current book, which it fills admirably. All of the issues that have been raised in the cases and the literature are considered, but without excessive detail. This is a book that will do much to make the CISG an easily understandable text for all users, student and pracitioner alike." Preface by Professor Eric E. Bergsten

The Yearbook Commercial Arbitration continues its longstanding commitment to serving as a primary resource for the international arbitration community with reporting on arbitral awards and court decisions applying the leading arbitration conventions, as well as on arbitration legislation and rules. Volume XLIII (2018) includes: • excerpts of arbitral awards made under the auspices of the International Chamber of Commerce (ICC) and the Milan Chamber of Arbitration (CAM); • notes on new and amended arbitration rules, including references to their online publication; • notes on recent developments in arbitration law and practice in Argentina, Canada, Cape Verde, PR China, Colombia, Costa Rica, Czech Republic, Hungary, Jamaica, Malaysia, Mexico, South Africa, Sudan, United Arab Emirates and Uruguay; • excerpts of 91 court decisions applying the 1958 New York Convention from 21 countries – including, for the first time, a case from the Marshall Islands – all indexed by subject matter and linked to the commentaries on the New York Convention published in the Yearbook, authored by former General Editor and leading expert Prof. Albert Jan van den Berg; • excerpts from other court decisions of interest to the practice of international arbitration; • an extensive Bibliography of recent books and journals on arbitration. The Yearbook is edited by the International Council for Commercial Arbitration (ICCA), the world's leading organization representing practitioners and academics in the field, with the assistance of the Permanent Court of Arbitration, The Hague. It is an essential tool for lawyers, business people and scholars involved in the practice and study of international arbitration.

This book assesses the state of international sales law and the provisions of the CISG.

Structured in two parts, part one examines the doctrine of res judicata in domestic and international litigation whilst part two determines whether and how the res judicata doctrine may be applied by international commercial arbitral tribunals. Dr Schaffstein identifies situations in which res judicata issues are likely to arise before international commercial arbitral tribunals and provides serviceable solutions. The book presents the keyfeatures of the doctrine of res judicata in the laws of England, the United States, France, and Switzerland, i.e. major representatives of the common law system on the one hand and the civil law system on the other hand.The book also presents the doctrine of res judicata in the context of private international law, alongside its crucial aspects and application in public international law by international courts and tribunals.

Although the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) is one of the most

successful international conventions to date, it remains the case that those involved in the international sale of goods must refer to a multitude of laws. Indeed the CISG itself does not cover all issues relating to international sales contracts, so it must necessarily be supplemented by domestic law. Global Sales and Contract Law provides a truly comparative analysis of domestic laws in over sixty countries so as to deliver a global view of domestic and international sales law. The book reports on the real practice of sales law, taking into account present day problems. Complex questions on the obligations under a sales contract, the ways in which these are established, as well as the remedies following the breach of obligations, are all discussed. By addressing regional uniform projects, like OHADA, and comparing differences in domestic legal approach where the CISG would not apply, the work goes beyond existing commentaries which tend to focus only on the CISG. The analysis has been based on an unprecedented survey drawn from the world's top fifty companies as well as international traders, lawyers advising international traders, arbitral institutions, arbitrators, and law schools. This work encompasses all aspects of a sale of goods transaction and takes a wide view of sale by including general contract law. The book gives practitioners invaluable insight into judicial trends and possible solutions in different legal systems, whether preparing for litigation or drafting an international contract. Global Sales and Contract Law is the most comprehensive and thorough compilation of legal analysis in the field of the sale of goods and is a reliable source for any practitioner dealing in international commerce.

Do copyright laws directly cause people to create works they otherwise wouldn't create? Do those laws directly put substantial amounts of money into authors' pockets? Does culture depend on copyright? Are copyright laws a key driver of competitiveness and of the knowledge economy? These are the key questions William Patry addresses in How to Fix Copyright. We all share the goals of increasing creative works, ensuring authors can make a decent living, furthering culture and competitiveness and ensuring that knowledge is widely shared, but what role does copyright law actually play in making these things come true in the real world? Simply believing in lofty goals isn't enough. If we want our goals to come true, we must go beyond believing in them; we must ensure they come true, through empirical testing and adjustment. Patry argues that laws must be consistent with prevailing markets and technologies because technologies play a large (although not exclusive) role in creating consumer demand; markets then satisfy that demand. Patry discusses how copyright laws arose out of eighteenth-century markets and technology, the most important characteristic of which was artificial scarcity. Artificial scarcity was created by the existence of a small number gatekeepers, by relatively high barriers to entry, and by analog limitations on copying. Markets and technologies change, in a symbiotic way, Patry asserts. New technologies create new demand, requiring new business models. The new markets created by the Internet and digital tools are the greatest ever: Barriers to entry are low, costs of production and distribution are low, the reach is global, and large sums of money can be made off of a multitude of small transactions. Along with these new technologies and markets comes the democratization of creation; digital abundance is replacing analog artificial scarcity. The task of policymakers is to remake our copyright laws to fit our times: our copyright laws, based on the eighteenth century concept of physical copies, gatekeepers, and artificial scarcity, must be replaced with laws based on access not ownership of physical goods,

creation by the masses and not by the few, and global rather than regional markets. Patry's view is that of a traditionalist who believes in the goals of copyright but insists that laws must match the times rather than fight against the present and the future.
Earlier editions of this incomparable guide came in separate volumes for the United States, Europe, and Scandinavia, as these three areas represent significant segments of CISG practice and also notable variations in the application of the Convention. Today, however, the CISG has gained greater prominence in dozens of jurisdictions worldwide, and similarities as well as differences in how the Convention is understood and applied have become increasingly relevant for all CISG practitioners. Hence, a 'worldwide' edition, focused on the rules and case law of greatest practical importance in all Contracting States, is here provided--although this new edition continues to account for regional anomalies insofar as they impact on the interests of merchants (and their lawyers) in the real CISG world. With this book as their guide, lawyers handling international sales contracts and disputes in any jurisdiction will confidently navigate such areas of practice as the following: * determining when the CISG applies; * freedom of contract under Article 6; * interpretation and good faith; * formation, validity, defenses to enforcement; * notice of non-conformity; * damages for breach, mitigation; * Article 79 liability exemptions; * agreed remedies, disclaimers; and * key reservations under Articles 92-96. Understanding the CISG includes a representative sampling of the more than 2,000 CISG court judgements and arbitral awards that have been reported. Concrete illustrations are provided to help clarify the (sometimes complex) way CISG rules work. Five appendices offer a wealth of reference material, including the complete text of the Convention and an extensive table of cases and arbitral awards. For virtually all cases likely to invoke the CISG, this valuable book will render sterling service to practitioners anywhere, just as it will provide law students with an effective CISG learning tool. No other CISG source is at once so authoritative and so succinct.
Buyers and sellers engaging in the cross-border sale of goods are well-advised to be conversant with the United Nations Convention on Contracts for the International Sale of Goods (CISG), which governs international sales contracts. The CISG has been ratified by 89 states, which together account for over three-quarters of all world trade. This practically-oriented, article-by-article commentary on the CISG will be useful to legal practitioners, counsel and arbitrators dealing with international sales contracts. The in-depth annotations deal extensively with the legal issues likely to arise under each CISG article. The annotations include up-to-date analyses of state court and arbitral decisions, the legal doctrines derived from these decisions, and relevant scholarship to date. Among the issues and topics discussed are the following: interface with national laws; scope of application; obligations of seller and buyer; non-conforming goods and duty to notify; breach of contract and remedies; damages; force majeure exemption; and termination of contract and its consequences. This book is an updated translation of the second German edition of a valued resource in Germany, Switzerland, and Austria, and an authority regularly cited by the Swiss Supreme Court. The commentary is influenced by legal authorities from both civil law and common law backgrounds. Throughout, the contributors refer to the cisg-online.ch database, enabling users to locate decisions easily. User-friendly, focused on practical questions, concise but comprehensive, this article-by-article commentary provides a quick and trenchant overview of existing legal opinions

and court/arbitral decisions. It will prove immensely valuable to legal practitioners, facilitating their formulation of reliable solutions to legal problems involving the CISG.

This new edition of the leading commentary on the United Nations Uniform Sales Law will assist practitioners and scholars in their understanding of the impact of the CISG on domestic and international laws of commerce. Previous editions have become an important source of guidance on the Convention, being frequently cited by courts worldwide

Lawyers involved in international commercial transactions know well that unforeseen events affecting the performance of a party often arise. Not surprisingly, exemptions for non-performance are dealt with in a significant number of arbitral awards. This very useful book thoroughly analyzes contemporary approaches, particularly as manifested in case law, to the scope and content of the principles of exemption for non-performance which are commonly referred to as 'force majeure' and 'hardship.' The author shows that the 'general principles of law' approach addresses this concern most effectively. Generally accepted and understood by the business world at large, this approach encompasses principles of international commercial contracts derived from a variety of legal systems. It's most important 'restatements' are found in the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) and the UNIDROIT Principles of International Commercial Contracts (UPICC). Establishing specific standards and "case groups" for the exemptions under review, the analysis treats such recurring elements as the following: contractual risk allocations; unforeseeability of an impediment; impediments beyond the typical sphere of risk and control of the obligor; responsibility for third parties (subcontractors, suppliers); legal impediments (acts of public authority) and effect of mandatory rules; involvement of states or state enterprises; interpretation of force majeure and hardship clauses; hardship threshold test; frustration of purpose; irreconcilable differences; comparison with exemptions under domestic legal systems (impossibility of performance, frustration of contract, impracticability) The book is a major contribution to the development of the use of general principles of law in international commercial arbitration. It may be used as a comprehensive commentary on the force majeure and hardship provisions of the UPICC, as well as on Art. 79 of the CISG. In addition, as an insightful investigation into the fundamental question of the limits of the principle of sanctity of contracts, this book is sure to capture the attention of business lawyers and interested academics everywhere.

Celebrating over 30 years as the market-leading series, Blackstone's Statutes have an unrivalled tradition of trust and quality. With a rock-solid reputation for accuracy, reliability, and authority, they remain first-choice for students and lecturers, providing a careful selection of all the up-to-date legislation needed for exams and course use.

Now in force in over 80 countries, the Convention on the International Sale of Goods (CISG) is one of the most successful and wide-reaching attempts to unify legal instruments for international commerce. The CISG's range of

influence in international practice has significantly expanded, potentially governing more than 80% of world trade. In addition to the growing case law, the volume of case law reporting and scholarly writing on the Convention and its provisions and problems has increased dramatically. The Convention also continues to influence legislators on the international as well as the domestic level. This is the fourth edition in English of the 6iCommentary on the United Nations (UN) Convention on the International Sale of Goods (CISG). Since the publication of the first edition in 1998, the book has become an invaluable source for the comprehension and discussion of the Convention, frequently cited by legal writers, tribunals, and courts all over the world. Thoroughly revised to reflect the growth and complexity of case law relating to the Convention, the book also considers new developments in the field of the CISG, particularly the accession of Brazil to the Convention. It also assesses all relevant scholarly writing on the CISG since 2009, with a special emphasis on the opinions issued by the CISG Advisory Council that are being considered as persuasive authority by courts and tribunals across the globe. Written by an international team of contributors, this book provides comparative expert analysis, and combines judicial and scholarly views from numerous jurisdictions. This is the most comprehensive and authoritative commentary on the CISG, and an invaluable resource for scholars and practitioners alike.

This concise work by the leading global expert on sale of goods law provides the perfect starting point for anyone requiring an introduction to international commercial contracts. The book's comprehensive but accessible structure provides the reader with analysis of the relevant international law together with consideration of the practical issues relating to international contracts. Providing all elements necessary for understanding international contract law, consideration is given to unified and harmonized law alongside general principles found in Common and Civil Law legal systems. The book begins by considering issues of applicable law and conflicts of laws before analysing the main initiatives and instruments of harmonisation. There is considerable focus on the two main instruments (The United Nations Convention on Contracts for the International Sale of Goods (CISG); and The Principles of International Commercial Contracts (PICC)) including analysis of the scope of their application. Other international instruments considered include the UN Convention on the Use of Electronic Communications in International Commercial Contracts, and the UN Convention on Limitation, as well as the main forms used in practice: the IncotermsCO 2010; and UCP 600. All relevant law and practice is examined through a series of topic based chapters covering all relevant areas from freedom, interpretation, formation and validity of contract to sellers' and buyers obligations. There are also specific chapters on aspects relevant to disputes such as remedies, unwinding of contracts and limitation of actions.

In 2016, the CISG Advisory Council celebrated its fifteenth anniversary. On this occasion, the current members of the CISG Advisory Council decided to publish a book containing all CISG Advisory Council related documents. For the first

time, the original versions of all Opinions and Declarations, their annexes, and the text of the CISG are published in one book. This book is designed to facilitate the work on and with the CISG. It enables the reader in gaining an overview of the CISG Advisory Council's work of the last fifteen years. Furthermore, it contains an introductory paper on the Advisory Council itself, its unique approach and some historical background of the Opinions. (Series: ?International Commerce and Arbitration (ICA), Vol. 23) [Subject: Commercial Law

A practical, self-teaching guide to effective cross-examination in international arbitration. Offers an introductory or quick-reference guide to essential cross-examination techniques and how they can best be best adapted to the arbitral format.

În explicit recognition of Professor Honnold's unique understanding of the Convention's development and the issues that occupied those who drafted and finalized the text, the substantial new textual material incorporated into this new edition is set in bold italics, allowing the reader to distinguish the work of the editor from text preserved from earlier editions, and thus identifying the material that carries Professor Honnold's special authority. Over three decades Professor Honnold's almost intuitive grasp of the instrument has guided governments, tribunals, scholars and practitioners towards an enlightened international understanding of the treaty. This new edition provides tribunals, practitioners, and scholars with even more invaluable insights into the meaning of each article of the Convention.

Conflict and dispute pervade political and policy discussions. Moreover, unequal power relations tend to heighten levels of conflict. In this context of contention, figuring out ways to accommodate others and reach solutions that are agreeable to all is a perennial challenge for activists, politicians, planners, and policymakers. John Forester is one of America's eminent scholars of progressive planning and dispute resolution in the policy arena, and in Dealing with Differences he focuses on a series of 'hard cases'--conflicts that appeared to be insoluble yet which were resolved in the end. Forester ranges across the country--from Hawaii to Maryland to Washington State--and across issues--the environment, ethnic conflict, and HIV. Throughout, he focuses on how innovative mediators settled seemingly intractable disputes. Between pessimism masquerading as 'realism' and the unrealistic idealism that 'we can all get along,' Forester identifies the middle terrain where disputes do actually get resolved in ways that offer something for all sides. Dealing with Differences serves as an authoritative and fundamentally pragmatic pathway for anyone who has to engage in the highly contentious worlds of planning and policymaking.

Have you ever been frustrated that arbitration folk aren't more numerate? The Guide to Damages in International Arbitration is a desktop reference work for those who'd like greater confidence when dealing with the numbers. This second edition builds upon last year's by updating and adding several new chapters on the function and role of damages experts, the applicable valuation approach, country risk premium, and damages in gas and electricity arbitrations.This edition covers all aspects of damages - from the legal principles applicable, to the main valuation techniques and their mechanics, to industry-specific questions, and topics such as tax and currency. It is designed to help all participants in the international arbitration community to discuss damages

issues more effectively and communicate them better to tribunals, with the aim of producing better awards. The book is split into four parts: Part I - Legal Principles Applicable to the Award of Damages; Part II - Procedural Issues and the Use of Damages Experts; Part III - Approaches and Methods for the Assessment and Quantification of Damages; Part IV - Industry-Specific Damages Issues

Commentary on the UN Convention on the International Sale of Goods (CISG)Schlechtriem & Schwenzer: Commentary on the UN Convention on the International Sale of Goods (CISG)OUP Oxford

Written for international trade lawyers, practitioners and students from common law and civil law countries, this casebook will help practitioners and students assimilate knowledge on the CISG. The cases, texts and questions aid readers in their comparative law and international sales law studies, drawing attention to the particular issues surrounding specific CISG provisions and provoking careful consideration of possible solutions. In addition to this book’s function as a didactical aid, it is a reference work for leading cases and an introduction to the individual problem areas. In particular, it acts as a preparatory and complementary work for the Willem C. Vis International Commercial Arbitration Moot.

Focuses on patients traveling for cardiac bypass and other legal services to places like India, Thailand and Mexico, and analyzes issues of quality of care, disease transmission, liability, private and public health insurance and the effects of this trade on foreign health care systems.

This book is the product of a unique collaboration between Mainland Chinese scholars and scholars from the civil, common, and mixed jurisdiction legal traditions. It begins by placing the current Chinese contract law (CCL) in the context of an evolutionary process accelerated during China's transition to a market economy. It is structured around the core areas of contract law, anticipatory repudiation (common law) and defense of security (German law); and remedies and damages, with a focus on the availability of specific performance in Chinese law. The book also offers a useful comparison between the CCL and the UNIDROIT Principles of International Commercial Contracts, as well as the Convention on Contracts for the International Sale of Goods. The analysis in the book is undertaken at two levels - practical application of the CCL and scholarly commentary.

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.

The 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) regulates the rights of buyers and sellers in international sales. The Convention is the first sales law treaty to win acceptance on a worldwide scale, and the impressive list of some 85 CISG 'Contracting States' already accounts for more than three-fourths of all world trade. The importance of the CISG in the international arena is underlined by thousands of reported decisions where the CISG has been held to apply, thus evidencing the conduct of countless international traders who – by default or by express choice – regularly subject their sales contracts to the Convention. The CISG has also impacted on sales legislation at national and regional (e.g., EU) levels. The CISG treaty demands an international interpretation, and this fully updated Fifth (Worldwide) Edition draws upon the full range of primary as well as secondary sources of CISG law, including worldwide case law and scholarly opinion. Concrete examples are provided throughout. With this book as their guide, lawyers and students who need to understand international sales contracts and sales contract disputes will confidently navigate topic areas such as the following: • determining when the CISG applies; • freedom of contract under Article 6; • interpretation of the Convention and of CISG contracts; • sales contract formation, validity, defenses to enforcement; • obligations of the parties, including conforming delivery and payment; • remedies for breach, including specific performance, damages and avoidance; • liability exemptions; and • key reservations under Articles 92–96

"Electronic disclosure of evidence is now an unavoidable aspect of litigation. With technology continually advancing and reliance on electronic devices growing rapidly, [e-disclosure] is becoming more and more important. Yet many practitioners, both litigators and arbitrators, are still grasping the complex practical and procedural aspects of [e-disclosure]...Covering all aspects of [e-disclosure] from domestic litigation to international arbitration, this book combines legal analysis with practical advice to guide practitioners seamlessly through the stages of disclosure and associated document production; from the identification of relevant documents, through the collection and preservation of electronic evidence, to the analysis and presentation of data, both before courts and in arbitration. [Also included is a] commentary on critical legal issues and practical challenges that arise in relation to eDisclosure, such as dealing with ever growing sources of electronically stored information (like social media and cloud computing storage), and identifying ways and means to ensure that eDisclosure and production is conducted as efficiently as possible."--

The CISG is now being applied extensively both by international arbitral tribunals and by domestic courts of its more than 70 contracting states. But do they also apply it in the same manner? Although Article 7 of the CISG underscores "the need to promote uniformity in its application", it gives little guidance as to how to achieve this goal. Each judge and arbitrator is influenced by the legal methodology of his home jurisdiction. Therefore it is somewhat of a paradox that whilst the number of contracting states is constantly increasing so too is the threat of variation in application. In this book the most important issues of the CISG's methodology are analysed by leading experts from five continents. Whereas some authors provide a thorough analysis of the central topics of interpretation, others enter almost uncharted territories.

This book describes and analyses the rules and provisions of the United Nation Convention on the International Sale of Goods of 1980 -CISG-. The authors explain the details of the CISG's text, report the essence of the scholarly discussions of its issues, and, in particular, present numerous cases decided by courts and arbitration tribunals both as illustrations of problems arising under the CISG and as case law

interpreting the Convention. The book is mainly intended to be used in teaching, but it can also help practitioners to understand the structure and basic solutions of sales law issues encoded in the CISG.

"As a law professor who teaches civil procedure and mediation, "Pursuing Settlement" reads like a history. Menkel-Meadow's uncanny accuracy in predicting the future, her prescient fears for where institutionalization of ADR might take us, and the remarkable continued relevance of her suggested reforms and accompanying experimentation combine to make an easy case for declaring her work foundational. She challenged us to consider "whether new forms of dispute resolution will transform the courts or whether, in a more likely scenario, the power of our adversarial system will co-opt and transform the innovations designed to redress some, if not all, of our legal ills." (p. 5) And she offered a qualified "no" to the query whether the growth and expansion of ADR within institutions has changed the consciousness of those who solve legal problems. What we now know With the benefit of 27 years of pursuing settlement in the shadow of litigation, what do we now know? Turns out, very little beyond what Menkel-Meadow presaged for us. Without question, I could now teach my entire procedure course using only case law decisions about disputed mediation issues (Coben, 2015). Exactly as Menkel-Meadow predicted, lawyers now routinely "use" mediation as the all-purpose excuse for all sorts of failures and omissions ranging from incomplete discovery and failing to designate trial experts to late-filed motions and untimely requests to amend pleadings (Cole et al., 2019, ch. 5). Lawyers (and clients) fail to realize the numerous ways mediation participation (or non-participation) influences litigation decisions quite distinct from the mediation itself. Courts have, among other things, treated the failure to participate in mediation as a factor in justifying: the pre-judgment attachment of property in aid of security, awards of prejudgment interest, and denials of continuance requests. Mediation behavior also is commonly invoked to support or deny awards of attorney's fees. Moreover, "traps for the unwary" abound (Coben, 2013). Parties have been deemed to have waived objections to venue and personal jurisdiction based on mediation participation. Requesting time to mediate has been deemed evidence of the lack of imminent harm to justify granting of a temporary restraining order. Information exchanged in mediation has been relied upon to establish or negate the amount in controversy necessary to justify federal court diversity jurisdiction and removal. State court mediation efforts have been cited as a reason for federal courts to decline supplemental jurisdiction over state law claims. In my home state of Minnesota, a settlement reached in mediation is evaluated under the law of contracts except that a mediated settlement must include the parties' affirmance that they intend the agreement to be binding upon them for the agreement actually to become binding - an affirmance that most first-year law students learn very early in their studies is akin to the "wax seal" or "ribbon" triviality no longer necessary to create a binding contract"--

It is widely acknowledged that insurance has a major impact on the operation of tort and contract law regimes in practice, yet there is little sustained analysis of their interaction. The majority of academic private lawyers have little knowledge of insurance law in its own right, and the amount of discussion directed to insurance in private law theory is disproportionately small in relation to its practical importance. Filling this substantial gap in the literature, this book explores the multiple influences of insurance in the law of obligations, and the nature and impact of insurance law as an inherent and significant aspect of private law. It combines conceptual and doctrinal analysis, informing the theoretical discussion of the nature of private law, including the role of judicial and public purpose, and the place of formalism and of contextualism in normative theories of private law. Arguing for the wider recognition of the multiple impacts of insurance, the book claims that recognition of the presence of insurance necessarily marks a departure from the two-party framework sometimes described as definitive of private law. The structured exploration and interpretation of the contemporary role of insurance in the law of obligations, and of its

implications, illuminates this under-explored area of private law, and equips the reader for further enquiry and debate.
In the second part of the book the emerging principles of procedural law applied in these tribunals are discussed."--Jacket.
The first commentary on the CIETAC Rules provides guidance on how each rule should be interpreted and applied, alongside practical and procedural recommendations from practitioners of unparalleled experience, including the Secretary General of CIETAC.
This book offers an updated article-by-article commentary of the Rome I Regulation, applicable in the courts of nearly all European countries to identify the law applicable to international contracts. The commentary is authored by an international group of academics and practitioners, who all have practical experience with international contracts and, thus, were able to focus on the needs of practice. This volume will be not only a reference guide for judges and practitioners alike, but also a crucial resource for academics and researchers.
The fourth edition of this text on all aspects of international trade law has been updated to incorporate and analyse the major recent developments, both in English law and contracts under the United Nations Convention on Contracts for the International Sale of Goods (CISG). As well as contract law, the book also covers property matters and addresses those issues which arise from the use of documents of title, such as marine bills of lading. There is extensive treatment of the rights and duties of both the buyer and the seller, and sale contracts are considered alongside other contracts such as charter parties and letter of credit contracts. The CISG material has been significantly developed in this fourth edition and there is more extensive treatment of such matters as remedies, passing of property, standard form contracts, and the international dealing of commodities.
Written for international trade lawyers, practitioners and students from common and civil law countries, this casebook is an excellent starting point for learning about the CISG, providing an article-by-article analysis of the Convention. The commentary on each article is accompanied by extracts from cases and associated comparative materials, as well as references to important trade usages such as the INCOTERMS® 2010. The book features a selection of the most significant cases, each of which has been abridged to enable the reader to focus on its essential features and the relevant questions arising from it. The case extracts are accompanied by a comprehensive overview of parallel provisions in other international instruments, uniform projects and domestic laws. The analyses, cases, texts and questions are intended to aid readers in their comparative law and international sales law studies. They are designed to draw attention to the particular issues surrounding specific CISG provisions and to provoke careful consideration of possible solutions. The book is a reference work as well as an introduction to the individual problem areas. In particular, it acts as a preparatory work for the Willem C Vis International Commercial Arbitration Moot. The inclusion of sample questions and answers also makes it particularly helpful for self-study purposes.
Where the fate of a company is on the line in a negotiation, legal and business teams must work seamlessly to reach a successful conclusion. Unfortunately, there's often a gap between lawyers, who are typically untrained in business strategy, and business executives, who lack basic knowledge of contract law and regulations. In Betting the Company: Complex Negotiation Strategies for Law and Business, Andrew Trask and Andrew DeGuire offer a thorough introduction to enable lawyers and business people to understand the theoretical concepts and to apply practical tools to conduct a successful, multi-faceted negotiation. The authors, both of whom have extensive experience conducting high-stakes negotiation, explain the different strategic considerations

negotiators face, from the pressures on individuals representing a larger group to the difficulties that arise from clashes of corporate culture. They also discuss the specific challenges raised by negotiations that involve multiple parties, multiple issues, and take place over longer periods of time. Throughout this illuminating book, Trask and DeGuire provide concrete, practical advice on how best to guide companies through the most difficult negotiations.

Disgorgement of profits is not exactly a household word in private law. Particularly in civil law jurisdictions – as opposed to those of the common law – the notion is not well known. What does it stand for? It is best illustrated by examples. One of the best known being the British case of Blake v Attorney General, [2001] 1 AC 268. In which a double spy had been imprisoned by the UK government before escaping and settling in the former Soviet Union. While there wrote a book on his experiences, upon which the UK government claimed the proceeds of the book. The House of Lords, as it then was, allowed the claim on the basis of Blake's breach of his employment contract. Other examples are the infringement of intellectual property rights, where the damages of the owner are limited, but the profits of the wrongdoer immense. In such cases, the question arises whether the infringing party should be disgorged of his profits. This volume aims at establishing the notion of disgorgement of profits as a keyword in the discourse of private law. It does not purport to answer the question whether or not such damages should or should not be awarded. It does however aim to contribute to the discussion, the arguments in favour and against, and the organisation of the various actions.

An ideal resource for students of international investment law or international dispute settlement, this collection of primary sources contains extracts from cases, bilateral investment treaties, and other key materials, accompanied by detailed commentary and analysis. It provides a perfect introduction to the most important topics in this field.