Reasonable Expectations Of Honest Men Over Privaatrecht

Ship Sale and Purchase is an essential working guide for anyone involved in the business of making ship sale contracts and also in the resolution of related disputes. It continues to be of great practical use, highlighting typical problems and tensions between the parties to ship sale contracts, as well as best practice. This sixth edition contains a clause-by-clause commentary on SALEFORM 2012, the latest edition of the highly successful Memorandum of Agreement for the Sale and Purchase of Ships, issued by BIMCO and the Norwegian Shipbrokers Association. Key differences with the previous SALEFORM are described in order to help all involved get up to speed. Recent case law is evaluated to highlight contractual issues that have arisen in recent years and a comprehensive description of the many ways in which the standard form provisions may be modified to suit the particular requirements of each transaction. It provides complete coverage on the subject by including a practical overview of two other ship sale contracts, the current (1999) edition of Nipponsale and the first edition (2011) of the Singapore Ship Sale Form.

Tom Bingham (1933-2010) was the 'greatest judge of our time' (The Guardian), a towering figure in modern British public life who championed the rule of law and human rights inside and outside the courtroom. Lives of the Law collects Bingham's most important later writings, in which he brings his distinctive, engaging style to tell the story of the diverse lives of the law: its life in government, in business, and in human wrongdoing. Following on from The Business of Judging (2000), the papers collected here tackle some of the major debates in British public life over the last decade, from reforming the constitution to the growth of human rights law. They offer Bingham's distinctive insight on issues such as the role of the judiciary in a democracy, the implementation of the Human Rights Act, and the development of the rule of law, in the UK and internationally. Written in the accessible style that made The Rule of Law (2010) a popular success, the book will be essential reading for all those working in law, and an engaging inroad to understanding modern constitutional and legal debates for the general reader.

This is a collection of essays on public law in the UK. The essays are written in honour of Sir William Wade, one of the leading scholars of his generation and credited for having contributed to the development of administrative law in Britain through his text Administrative Law.

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.

Ketensamenwerking lijkt op dit moment het toverwoord om tal van problemen in de bouwpraktijk mee op te lossen. Problemen van communicatie, faalkosten, slechte verhoudingen, noem maar op. In sommige publicaties worden ze allemaal opgelost

door het toverwoord ketensamenwerking. Wat is hiervan waar? Veel! Het vroegtijdig, geïntegreerd samenwerken van zoveel mogelijk relevante bouwdisciplines voorkomt veel problemen. Alle reden dus om dit verschijnsel te onderwerpen aan onderzoek. Wat is ketensamenwerking? En welk juridisch kader past erbij? In dit preadvies wordt het oor te luister gelegd bij de praktijk en worden juridische antwoorden gepresenteerd met een basis in het vakgebied bouwmanagement. Wat verstaat de praktijk onder ketensamenwerking? Wat leert het vakgebied bouwmanagement over ketensamenwerking? En wat betekent dit juridisch? Juridisch komt het hele scala van de bouwcontractmodellen langs en wordt ketensamenwerking een eigen plaats toegewezen. Vervolgens wordt het moderne juridische denken over netwerk samenwerkingsvormen besproken, waarna aspecten van ketensamenwerking onder de loep genomen. Tot slot wordt aan de roep in de praktijk gehoor gegeven. Het preadvies sluit af met juridische bouwstenen gebaseerd op de wensen uit de praktijk en de lessen uit het bouwmanagement vakgebied opdat de ontwikkeling van deze samenwerkingsvorm voort kan op een soepele en niet dicht getimmerde manier.

The sixth edition of Ewan McKendrick's Contract Law: Text, Cases, and Materials provides a complete guide to the subject in a single volume, containing everything needed for the study of contract law at undergraduate level. The book comprises a unique balance of 40% text to 60% cases and materials, combining the best features of a textbook with those of a traditional casebook. The author's clear explanations and analysis of the law provide invaluable support to students, while the extracts from cases and materials promote the development of essential case reading skills and allow for a more detailed appreciation of the practical workings of the law. Online Resource Centre The book is accompanied by an Online Resource Centre which includes: * Extra material with in-depth coverage of topics such as illegality and incapacity * Updates on recent developments in the law * Annotated web links to key sources of information on contract law * Lecturer access to a test bankof multiple choice questions and answers This textbook provides an accessible account of the intricacies of contract law and the problems that can arise during the life of a contract. These problems, along with their solutions, are discussed in detail using everyday language that stimulates thought and reflection.

The last two decades have witnessed the growth of new forms of entrepreneurial cooperation such as dynamic networks like virtual enterprises and enterprise pools. These business forms are often hybrid, having elements of both contract-based organizations and corporate forms, in particular partnership. This book examines the relative utility of contract and partnership law in fostering and maintaining these emerging business models, focusing on dynamic networks. The book analyses how dynamic networks are organized and set up through, very often, collaborative contracts and how the behaviour of their member firms is regulated. Good faith and fair dealing as a behavioural criterion in contractual and partnership relations, is an important theme of this work. The background and preconditions for the emergence and growth of such business forms is also investigated. The book contains case studies of such networks from different countries in particular Germany, Austria, Switzerland, England and Norway. It examines relevant legal rules in a number of jurisdictions such as England, Norway, Germany, Italy, France and the US. This detailed book will appeal to postgraduate students and academics in the fields of contract law, comparative law,

partnership law and business/commercial law. Academics in other disciplines such as economics, sociology and business management will also find much to interest them in this study.

This book presents the first thoroughgoing analysis of the contractual effect of letters of comfort as it appears in both common law and civil law systems. The commentary draws on cases from a wide variety of jurisdictions and on the full range of legal scholarship on the subject in several languages. Among the specific issues and topics raised along the way are the following: the typology of letters of comfort; the legal nature of letters of comfort; the use of letters of comfort in corporate group and banking practice; the economic explanation for the use of letters of comfort; the contractual effect of letters of comfort in French law; 'ten commandments' of letters of comfort; Clearly evoking the tension between business needs, the law, and judicial application, the book analyses what happens when the relationship between a lender and a creditor breaks down, or the latter becomes insolvent, and courts or arbitrators are asked to determine the legal status of a comfort letter. This is an area of practice in which lawyers in any field of business activity are inevitably concerned, and in which useful guidance is scarce. For this reason this detailed analysis will be very welcome.

This book focuses on unfair contract terms in consumer contracts, in particular the existing legislation and the proposals by the Law Commissions for a new unified regime. In this context it considers, in particular, what we mean by fairness (both procedurally and in substance); the tools used; the European dimension; the move from general principles from the more piecemeal approach typical in UK legal tradition; and the further move in this direction as a result of the Unfair Commercial Practices Directive.

Freedom of contract is a great strength of English law: indeed it is a key reason why English law is often the law of choice. But the terms of commercial contracts often restrict freedom of action. This book considers such terms. Leading commentators take stock of recent developments such as increased reliance on good faith/discretion and the rise of smart contracts. Insodoing, they make original contributions to ongoing debates concerning the limits to parties' freedom of contract. This important subject will interest drafters of commercial contracts keen to ensure that contracts are clear and enforceable; litigators disputing the meaning, scope and validity of terms; and academics interested in the purpose and nature of the exercises involved.

Significantly streamlined and updated, the second edition of Andrews' Contract Law now provides a clear and succinct examination of all of the topics in the contract law curriculum. Chapters direct students to the most important decisions in case law and employ a two-level structure to integrate short judicial excerpts into detailed discussion and analysis. Exploration of the law's 'loose ends' strengthens students' ability to effectively analyse case law, and new end-of-chapter questions, which focus on both core aspects of the law and interesting legal loopholes, assist students in preparing for exams. Students are guided through chapter material by concise chapter overviews and a two-colour text design that highlights important chapter elements. Suggestions for further reading and a rich bibliography, which point readers to important pieces of contemporary literature and provide a springboard for deeper investigation of particular topics, lend further support for student learning.

An oft-repeated assertion within contract law scholarship and cases is that a good contract law (or a good commercial contract law) will meet the needs and expectations of commercial contractors. Despite the prevalence of this statement, relatively little attention has been paid to why this should be the aim of contract law, how these 'commercial expectations' are identified and given substance, and what precise legal techniques might be adopted by courts to support the practices and expectations of business people. This book explores these neglected issues within contract law. It examines the idea of commercial expectation, identifying what expectations commercial contractors may have about the law and their business relationships

(using empirical studies of contracting behaviour), and assesses the extent to which current contract law reflects these expectations. It considers whether supporting commercial expectations is a justifiable aim of the law according to three well-established theoretical approaches to contractual obligations: rights-based explanations, efficiency-based (or economic) explanations and the relational contract critique of the classical law. It explores the specific challenges presented to contract law by modern commercial relationships and the ways in which the general rules of contract law could be designed and applied in order to meet these challenges. Ultimately the book seeks to move contract law beyond a simple dichotomy between contextualist and formalist legal reasoning, to a more nuanced and responsive legal approach to the regulation of commercial agreements.

Written by leading authors in the field, this clear and highly accessible volume provides full coverage of the topics commonly found in the contract law syllabus, alongside up-to-date illustrative case examples and stimulating commentary. Composed of approximately one-quarter authors' commentaries and three-quarters cases and materials, including academics' articles and extracts from books and Law Commission papers, this book takes account of a variety of theoretical perspectives, including economic, relational and empirical conceptions of the law. This book facilitates the development of personal study skills and encourages readers to engage with the leading academic commentaries in the area. Features to support your learning include: ? chapter introductions to highlight the salient features under discussion and signpost topics to guide readers through this comprehensive text; ? additional reading listed at the end of each chapter to assist further study and independent research; ? clear and attractive text design that differentiates between the authors' commentaries and the materials; ? a companion website that provides skills materials and self-assessment tasks to help further your learning. The range of material covered, straightforward style and targeted updates to this fourth edition make Text, Cases and Materials on Contract Law a comprehensive and invaluable resource for all undergraduate and postgraduate students of contract law.

Reasonable expectations of honest menover privaatrecht, contractenrecht en vertrouwenThe Yearbook of Consumer Law 2007Routledge

This new follow on work from An Outline of the Law of Agency provides a useful and accessible reminder of the principles of agency law for experienced practitioners as well as being of interest to students looking for an approachable text on this topic. This new works takes into acccount all recent changes and developments including coverage on the Commercial Agents (Council Directive) Regulations 1993 and focuses more specifically on particular classesof commercial agents, for instance those acting within the banking and finance sectors.

A unique comparative analysis of Chinese Contract Law accessible to lawyers from civil, common, and mixed law jurisdictions.

This is a new type of book. It provides an index of the most useful and important academic and other writings on contract law, whether published in articles or journal chapters, or as books. These writings, with their full citation, are gathered under familiar contract law subject-headings, and the most significant half of them are digested in a summary of a few lines each. The book aims to cover all writings published in the English language about the Common Law of contracts, and includes sections on contract theory and the history of contract law, as well as sections for the more traditional substantive topics (such as the interpretation of contracts, penalty clauses, remoteness of damage and anticipatory breach). This work should prove an invaluable resource for practitioners, academics and students, increasing awareness of important writings, and saving readers time by familiarising them with the work that has already been done in their particular fields.

First published in 2007, The Yearbook of Consumer Law provides a valuable guide to developments in the consumer law field with a domestic, regional and international dimension. The volume presents a range of peer-reviewed scholarly articles, analytical in approach and focusing on specific areas of consumer law such as sales, credit and safety, as well as more general issues, such as consumer law theory. The book also includes a section dedicated to significant developments during the period covered, such as key legislative developments or important court decisions. The book provides an essential resource for all those, academic and practitioner, working in the areas of consumer law and policy.

For some Western European legal systems the principle of good faith has proved central to the development of their law of contracts, while in others it has been marginalised or even rejected. This book surveys the use or neglect of good faith.

A uniquely practical approach to contract law; the problem-based focus helps students to unfold the problem, reveal the law, and apply to life. Using this new and innovative textbook, students are given a problem scenario to unfold; as they do this they will understand the questions and issues surrounding each area of contract law. As they explore the problem, they encounter clear explanations which reveal the key legal concepts underpinning the relevant topic, to help them understand the operation of the law. Further illustrations and references to the problem apply the law, enabling students to see for themselves how the law interacts with everyday life and business, giving them a deep and practical grasp of the law. Engaging and thought-provoking, this is the most practically applied contract law textbook.

This book provides an in-depth examination of the theoretical,legal, social and economic foundations to disclosure and concealment of information in relation to the formation of consumer insurance contracts. A comparative treatment of this issue is undertaken with particular attention given to the judicial and legislative approaches adopted in the United Kingdom, the United States of America, Australia and New Zealand. It will be relevant to those researching and studying insurance law, all legal practitioners involved with the formation of consumer insurance contracts and non-legal practitioners working within the field of insurance.

Good faith is already a familiar concept in international commercial law and a recognised principle of substantive law in several major legal systems. In the United Kingdom,however, a role for good faith and, more fundamentally, the issue of whether or not there ought to be a general principle of good faith informing English and Scots contract and property law, are still matters for debate. This book, containing the papers delivered at the Symposium on Good Faith in Contract and Property Law held in Aberdeen University in October 1998, engages in that critical debate. While its central core reflects on good faith from the perspective of a mixed legal system (Scots Law), papers on good faith from an English and European perspective locate the debate, properly, within a broader jurisdictional context.

This book surveys the main rules of Company Law governing the making of contracts with companies. It adopts an economic perspective, examining these rules in terms of the risks they apportion between companies and parties contracting with them. It reviews the use that has been made of economics in the analysis of Company Law and considers what guidance this can provide in analysing corporate contracting. The book then examines the relevant law and the issues raised by this law, covering the role of

corporate constitutions as the source of the authority of corporate agents, the mechanisms of corporate activity and decision-making, the identification of corporate contracting parties, pre-incorporation contracts and other contracts with non-existent companies, the contractual power of a company's board, the protection of parties dealing with subordinate corporate agents and the regulation of contracts in which a director has a conflict of interest.

Over the past two decades, protecting contractual parties' reasonable expectations has incrementally gained judicial recognition in English contract law. In contrast, however, the similar 'doctrine' of 'policyholder's reasonable expectations' has been largely rejected in English insurance law. This is injurious, firstly, to both the consumer and business policyholder's reasonable expectations of coverage of particular risks, and, secondly, to consumer policyholder's reasonable expectations of bonuses in with-profits life insurance. To remedy these problems, this book argues for an incremental but definite acceptance of the conception of policyholder's reasonable expectations in English insurance law. It firstly discusses the homogeneity between insurance law and contract law, as well as the role of (reasonable) expectations and their relevance to the emerging duty of good faith in contract law. Secondly, following a review and re-characterisation of the American insurance law 'doctrine' of reasonable expectations, the book addresses the conventional English objections to the reasonable expectations approach in insurance law. In passing, it also rethinks the approach to the protection of policyholder's reasonable expectations of bonuses in with-profits life insurance through a revisit to the (in)famous case Equitable Life Assurance Society v Hyman [2000] UKHL 39, particularly to its relevant business and regulatory background.

Emphasising aspects of modern economic reality that can be underplayed in traditional contract texts, this text takes a transactional approach and includes contractual modification, bargaining and the important influence of statutory provisions.

Now in its 13th edition, Jill Poole's immensely popular Textbook on Contract Law has been guiding students through contract law for over 20 years. Poole's case focus and clear writing style make this text a favourite with students and lecturers alike. The law of contract is placed within itscommercial context, and students are provided with a detailed yet accessible treatment of all the key areas of contract law.Key features:* Each chapter begins with a summary of key issues, providing an overview of central themes and points of law, and concludes with suggestions for further reading, guiding students towards the most relevant texts and articles* Key points, illustrative examples and questions encourage a deeper understanding of the central facts and issues* Headings, case summaries and case extract boxes allow for easy navigation through the textOnline Resource Centre:This text is fully supported by an Online Resource Centre which provides:* 300 multiple choice questions with answers and feedback* Self-test questions and answers linked with Casebook on Contract Law* Guidance on answering problem questions in contract law* An opportunity for students to ask the author any questions

Fully revised and updated, Australian Commercial Law offers a comprehensive, accessible introduction to key aspects of Australian commercial law. Part 1 introduces the fundamentals of contract law and business structures before examining the sale of goods, agency, bailment and personal property. Part 2 covers the Australian Consumer Law, focusing on areas important to commercial entities that interact with consumers.

Part 3 examines international commercial law, providing a detailed introduction to the World Trade Organization and to agreements central to trade between countries. The second edition includes: detailed discussion of key concepts in commercial law; four new chapters on contract law basics, business structures, bankruptcy and international commercial law; thorough integration of digital and e-commerce transactions; and end-of-chapter discussion questions designed to test reader knowledge of key points and themes. Written in a clear and concise style by an expert author team, Australian Commercial Law is an indispensable resource for students seeking a comprehensive understanding of commercial law.

Responds to current world events and offers 'a rich resource for initiating new conversations about potential futures for the trade regime'.

This book presents a comprehensive theory of legal interpretation which allows all legal texts to be approached in a similar manne, while remaining sensitive to their important differences.

Addresses the liability and risk issues that arise at each successive stage of the relationship between lenders and borrowers or guarantors. This work adopts a practical, transaction-based approach, examining the different stages of the relationship in turn and the legal issues that arise along the way. It also gives guidance on breach of loans.

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.

This book introduces and develops the paradigm of the organisational contract in European contract law. Suggesting that a more radical distinction should be made between contracts which regulate single or spot exchanges and contracts that organize complex economic activities without creating a new legal entity, the book argues that this distinction goes beyond that between spot and relational contracts because it focuses on the organizational dimension of contracting and its governance features. Divided into six parts, the volume brings together a group of internationally renowned experts to examine the structure of long-term contractual cooperation; networks of contracts; knowledge exchange in long-term contractual cooperation; remedies and specific governance rules in long-term relationships; and the move towards legislation. The book will be of value to academics and researchers in the areas of private law, economic theory and sociology of law, and organizational theory. It will also be a useful resource for practitioners working in international contract law and international business transaction law.

This volume revisits some of the key debates about the nature and shape of contract law, in light of the impact that statutes have had on its development. With contributions from leading contract law scholars, it fills a significant gap in existing theoretical and doctrinal analyses of contract law, which rely primarily on cases to put forward accounts of the general principles and structure of contract law. Statutory rules are, typically, seen as being specific instances of legal regulation that carve out exceptions to these general principles for specific reasons of

policy. This treatment of these rules has resulted in an incomplete understanding of the nature of contract law and the principles that underpin it. By drawing specifically on contract statutes, the volume produces a more complete picture of modern contract law. A companion to the ground-breaking Tort Law and the Legislature: Common Law, Statute and the Dynamics of Legal Change (Hart Publishing, 2012) this collection will have a significant impact on the study of contract law.

Originally published in 2005. It is now possible to identify, within the discipline of law, a distinct body of international commercial law. This engaging book consists of a wide-ranging series of essays which demonstrates the breadth and scope of the subject matter of international commercial law. Many of the themes identified bridge both national and international commercial law. The volume consists of three parts: Credit and Security; Contractual Issues; International Commercial Regulation. It is evident that international commercial law is concerned with private and public law within which there are particular disciplines ranging from banking law, e-commerce, intellectual property, insolvency and increasingly international regulation through criminal law extending beyond frontiers.

Commercial contract law is in every sense optional given the choice between legal systems and law and arbitration. Its 'doctrines' are in fact virtually all default rules. Contract Law Minimalism advances the thesis that commercial parties prefer a minimalist law that sets out to enforce what they have decided - but does nothing else. The limited capacity of the legal process is the key to this 'minimalist' stance. This book considers evidence that such minimalism is indeed what commercial parties choose to govern their transactions. It critically engages with alternative schools of thought, that call for active regulation of contracts to promote either economic efficiency or the trust and co-operation necessary for 'relational contracting'. The book also necessarily argues against the view that private law should be understood non-instrumentally (whether through promissory morality, corrective justice, taxonomic rationality, or otherwise). It sketches a restatement of English contract law in line with the thesis.