

Book Reviews

Ole Lando and Hugh Beale (eds.), **Principles of European Contract Law – Parts I and II – Combined and Revised**, The Hague/London/Boston: Kluwer Law International (2000) xlviii + 561 pp.

This book is the fruit of a process which started a quarter century ago when Ole Lando and Winfried Hauschild of the EC Commission sat next to each other at a dinner in the framework of a symposium on an EEC Draft Convention on the Law Applicable to Contractual and Non-Contractual Obligations. Mr Lando and Mr Hauschild easily agreed that the proposed draft convention – and similar efforts which might follow – would not satisfy the need for legal certainty in an integrated European market. Uniform substantive rules would be needed. This was in Copenhagen in 1974 and launched the quest for the principles of European contract law.

According to the editors, the following benefits are simultaneously pursued with the formulation of these principles:

- (1) the facilitation of cross-border trade;
- (2) the strengthening of the Single Market;
- (3) the creation of an infrastructure for Community laws governing contracts such as contracts on consumer credit, insurance, doorstep sales, etc.;
- (4) the provision of guidelines for national courts and legislatures; and
- (5) the construction of a bridge between civil law and common law.

For these purposes the principles are intended to serve as a foundation for European legislation, as well as a model for judicial development of contract law. They can become directly applicable as a modern formulation of the *lex mercatoria* and by express adoption of the parties to a contract.

As is well-known, a Commission on European Contract Law was established in 1980 with financial support from the European Commission and other sources. It was composed of pre-eminent scholars and attorneys from all Member States of the EU and met roughly every six months. Its work concentrated at first on the rules on due performance and the remedies for non-performance. The results were published in 1995 in English and subsequently also in French and German. Further work of the Commission dealt with rules on the formation of contracts, authority of agents to bind their principal, as well as validity, interpretation and effects of contracts. The

present book contains both sets of rules, whereby those on due performance and remedies for non-performance are published in a revised version.

Pages 1 to 94 contain all 131 principles as a consolidated text in English and French. The structure of chapters, sections and articles, all with their clear and straightforward headlines, makes the text easily accessible and usable. Subsequently, the main part of the book consists of an article by article commentary in English, providing the reader not only with explanations ('Comment') but also with an apparatus of references to European and national legislation and court decisions ('Notes'). In particular the comments are extremely well written and easily understandable. The extensive Annex contains an international bibliography, a series of national bibliographies, a table of cases by Member States, with references to page numbers in the Notes, a table of European and national code provisions and legislation, again with references to page numbers in the Notes, and finally a keyword index. All of this guarantees that the reader – including newcomers to the field – quickly finds whatever he or she may be looking for.

Overall, the present book is not only a wonderful tool for eccentrics like me who are occasionally teaching an entire undergraduate course on 'General Principles of Contract Law' based virtually exclusively on the European Principles of Contract Law. It is addressed to all those who have recognized the immense wealth of inspiration to be drawn from a comparative approach to law but who have neither the time nor the resources to investigate the contract law of several, let alone all EU Member States when drafting judgments or legislation. Finally, and most concretely, the book is indispensable for all those who are seeking straightforward and equitable rules for their international contracts, rules which are much more specific than for example the Unidroit Principles.

The work of the Commission on European Contract Law is by no means finished. At the moment, chapters on the effects of illegality and immorality, conditions in contracts, the assignment of claims, the assumption of debts, pluralities of debtors and creditors, and other issues of general contract law are being prepared. Thus, we may already look forward to a second volume to the present book. In the mid-term, we must hope that the reception of the rules in practice will be such as to encourage the initiators of the project to tackle also the drafting of uniform rules for specific contracts, in particular sales agreements and agreements for works and services. For the time being, the present book is an excellent marketing tool for the distribution of the Principles of European Contract Law.

Frank Emmert