principles of private international law (which they justifiably label 'conflict of laws'). Juenger admits, however, that American lawyers are generally unaware of the transnational commercial rules. He warns: '[b]lissful as such ignorance may be, it hardly promotes progress.'

Such parochialism causes confusion and poor relations between parties in the international commercial world. And, with the intensification of globalization in finance and business in the late 20th and early 21st centuries, it is apparent that today's laws, and professionals, lag behind the needs of international business. The goal of this collection of commentaries is an ambitious proposal for modernizing the international legal profession, giving it better tools to serve its clients in the changing global economics. For this purpose, it also includes contributions by Michael J. Bonell on 'The Unidroit Principles and Transnational Law', by Yves Derain on 'Transnational Law in ICC Arbitration', by Emmanuel Gaillard on 'Transnational Law: A Legal System or a Method of Decision-Making?', and by Norbert Horn on 'The Use of Transnational Law in the Contract Law of International Law and Finance'.

The book is a quick read with 132 pages of text, followed by 95 pages of charts detailing the survey conducted by Münster University. The chapters, with discussions on the history and practice of transnational law, were interesting and thought provoking. However, two complaints may be leveled against it. First, as is often the case with Kluwer publications, the book at EUR 84 (USD 72/GBP 52) is priced beyond what most academics and students can afford. This is unfortunate, as the stated purpose of the authors was to make information on the practice of transnational law available to more members of the profession. Secondly, the text is poorly edited with numerous English language mistakes. For the price asked, one would expect a better-edited piece of work.

Maureen B. Fitzmahan

Jan Ramberg, *International Commercial Transactions*, 2nd ed., Paris: ICC Publishing SA (2000), pp. 1–516

Jan Ramberg has been serving as Vice President of the ICC Commission on International Commercial Practice and as Chairman of the Working Party on Incoterms 2000. He is uniquely qualified to explain the Incoterms and their context in international commercial transactions and he does so in some 180 pages of text in a very lucid and straightforward manner.

After an introduction to the general principles of international commercial contracts, the first part of the book deals with specificities of contracts of sale, payment modalities, protection against breaches and changed circumstances, trade terms and terms of carriage, the distribution of the risk of loss, damage or delay, insurance, financing, and dispute settlement. In the second part, the book goes into

greater depth about the obligations of buyers and sellers in sales transactions. Finally, the third part covers contracts of carriage and related issues in greater detail.

While the explanatory parts of the book are excellent, the annexes may be even more useful for practitioners and students alike. On more than 300 pages, Ramberg has compiled a wealth of documents, beginning with the CISG, the UNIDROIT Principles and the Principles of European Contract Law, but extending much further into material that is otherwise not easily available. Particularly noteworthy are a series of model contracts and specimens for bills of lading, various waybills and so on.

The only critical remark that can be made with respect to this book might be construed as more of a suggestion: It is almost certain that every practitioner who deals with international commercial transactions, even occasionally, will find the book a most valuable addition to his or her private library – and probably a volume that will never be far from the workplace. However, a paperback edition for students is necessary so that this book may be used in the classroom because at a more competitive price (instead of the EUR 125 for the hardbound copy), this book has great potential for providing a remedy for the problem identified by Münster University and referred to in the previous review, namely the fact that the vast majority of practising attorneys does not feel comfortable with and tries to avoid international law when drafting contracts and planning commercial strategies. Other than that, there are only compliments to Jan Ramberg and the ICC on this excellent publication.

Frank Emmert

Paul J. Omar (ed.), *Procedures to Enforce Foreign Judgments*, Aldershot: Dartmouth Publishing Co./Ashgate Publishing Ltd. (2002), pp. i–xiv and 1–118

'Judgments of foreign courts are official acts of the state in which the court is located, that is the state of the forum, and are effective only within the territory of that state. This international law principle of territoriality, or territorial sovereignty, is the reason that prompts the need for an official act by the recognising state allowing the foreign act of state, or foreign judgment, to have effect in the recognising state.' This introductory passage in the chapter by Jürgen Böhmer on Germany outlines the background of the present volume.

It is the result of a project implemented by the Association of European Lawyers and brings together short country reports on the applicable rules and procedures for the recognition and enforcement of foreign judgments. Countries covered include Austria (Friedrich Schwank), Belgium (Nicole Van Crombrugghe), England and Wales (Lisa Barstow and Julia Staines), Estonia (Risto Vahimets and Ilona Nurmela), Germany (Jürgen Böhmer), Guernsey (Tow Crawford), Isle of Man