# 〈極東書店/新刊情報〉

KS-4309 / February 2017 ご注文承り中!!

【国際私法、国際取引法、国際財産法、民法】

る CISG とその適用に関する国際的かつ学際的視点を備える重要論文集

# C.P.ジレット他編 国際売買法 全2巻

International Sales Law. 2 vols.

**Ferrari, Franco / Gillette, Clayton P. (eds.),** International Sales Law. 2 vols. (Private International Law 5) 1376 pp. 2017:3 (E. Elgar, UK) <100-4649> ISBN 978-1-78536-363-4 hard set



本書は、「国際物品売買契約に関する国連条約(CISG)」に規定されている国際売買法原則を検討する精選論文集です。異なる国々から集まった研究者たちの様々な見解を反映し、法的分析に対する多様な方法論的アプローチを提供します。

第1巻は「導入: CISG と法の統一化」「適用の範囲: いつ CISG が適用されるのか」「CISG から除外される問題」「一般原則と解釈」「取引慣行と他の法源」の部から、第2巻は「書式、成立、契約締結前の責任」「当事者の義務」「危険負担」「免除」「契約違反」「救済」「最終規定」の部から構成されており、CISG とその適用に関する国際的かつ学際的視点を備える重要コレクションです。本書を国際私法、中でも国際取引法、国際売買・契約法、国際商法の研究者にお薦めいたします。

シャママママママ 《収録論文明細》 タタタタタタタタ

# Volume I

Foreword Symeon C. Symeonides Introduction Franco Ferrari and Clayton P. Gillette

# PART I INTRODUCTION: THE CISG AND THE UNIFICATION OF LAW

- 1. Clayton P. Gillette and Robert E. Scott (2005), 'The Political Economy of International Sales Law'
- 2. Peter H. Schlechtriem (2008), '25 Years of the CISG: An International Lingua Franca for Drafting Uniform Laws, Legal Principles, Domestic Legislation and Transnational Contracts'
- 3. James E. Bailey (1999), 'Facing the Truth: Seeing the Convention on Contracts for the International Sale of Goods as an Obstacle to a Uniform Law of International Sales'

#### PART II SPHERE OF APPLICATION: WHEN DOES THE CISG APPLY

- 4. Franco Ferrari (2012-2013), 'PIL and CISG: Friends or Foes?'
- 5. Joseph Lookofsky (2011), 'Not Running Wild with the CISG'
- 6. Lisa Spagnolo (2011), 'Iura Novit Curia and the CISG: Resolution of the Faux Procedural Black Hole'

# 

#### PART III ISSUES EXCLUDED FROM THE CISQ

- 7. Patrick C. Leyens (2005), 'CISG and Mistake: Uniform Law vs. Domestic Law: The Interpretative Challenge of Mistake and the Validity Loophole'
- 8. Franco Ferrari (2007), 'The Interaction between the United Nations Convention on Contracts for the International Sale of Goods and Domestic Remedies (Rescission for Mistake and Remedies in Tort Law)'
- 9. Ulrich G. Schroeter (2013), 'Defining the Borders of Uniform International Contract Law: The CISG and Remedies for Innocent, Negligent, or Fraudulent Misrepresentation'
- 10. Henry Mather (2001), 'Choice of Law for International Sales Issues Not Resolved by the CISG'

#### PART IV GENERAL PRINCIPLES AND INTERPRETATION

- 11. Ulrich Magnus (1997), 'General Principles of UN-Sales Law'
- 12. Franco Ferrari (1994), 'Uniform Interpretation of the 1980 Uniform Sales Law'
- 13. Harry M. Flechtner (1998), 'The Several Texts of the CISG in a Decentralized System: Observations on Translations, Reservations and Other Challenges to the Uniformity Principle in Article 7 (1)'
- 14. Steven D. Walt (2015), 'The Modest Role of Good Faith in Uniform Sales Law'
- 15. Lisa Spagnolo (2007), 'Opening Pandora's Box: Good Faith and Precontractual Liability in the CISG'
- 16. Gary F. Bell (2008), 'Uniformity through Persuasive International Authorities Does Stare Decisis really Hinder the Uniform Interpretation of the CISG?'

#### PART V TRADE USAGES AND OTHER SOURCES OF LAW

- 17. Clayton P. Gillette (1999), 'Harmony and Stasis in Trade Usages for International Sales'
- 18. Franco Ferrari (2005), 'What Sources of Law for Contracts for the International Sale of Goods? Why One has to Look Beyond the CISG'
- 19. Leonardo Graffi (2011), 'Remarks on Trade Usages and Business Practices in International Sales Law'

#### Volume II

Introduction An introduction by the editors appears in Volume I

### PART I FORM, FORMATION AND PRE-CONTRACTUAL LIABILITY

- 1. Gyula Eörsi (1979), 'Problems of Unifying Law on the Formation of Contracts for the International Sale of Goods'
- 2. Giulio Giannini (2006), 'The Formation of the Contract in the UN Convention on the International Sale of Goods: A Comparative Analysis'
- 3. del Pilar Perales Viscasillas (1997), 'Contract Conclusion under CISG'

#### PART II OBLIGATIONS OF THE PARTIES

- 4. René Franz Henschel (2004), 'Conformity of Goods in International Sales Governed by CISG Article 35: Caveat Venditor, Caveat Emptor and Contract Law as Background Law and as a Competing Set of Rules'
- 5. Volker Behr (2008), 'Dealing with Non-Conformity A Transaction Test Analysis of CISG Regulations on Examination and Notice Under Articles 38 Through 44'
- 6. Stefan Kröll (2011), 'The Burden of Proof for the Non-Conformity of Goods under Art. 35 CISG'
- 7. Harry M. Flechtner (2008), 'Funky Mussels, a Stolen Car, and Decrepit Used Shoes: Non-Conforming Goods and Notice thereof under the United Nations Sales Convention ("CISG")'

## 

#### PART III RISK OF LOSS

- 8. Johan Erauw (2005-06), 'CISQ Articles 66-70: The Risk of Loss and Passing It'
- 9. Michael Bridge (2008), 'The Transfer of Risk under the UN Sales Convention 1980 (CISG)' PART IV EXEMPTION
- 10. Rodrigo Momberg Uribe (2011), 'Change of Circumstances in International Instruments of Contract Law. The Approach of the CISG, PICC, PECL and DCFR'
- 11. Joseph M. Lookofsky (1983), 'Fault and No-Fault in Danish, American and International Sales Law. The Reception of the 1980 United Nations Sales Convention'

#### PART V BREACH OF CONTRACT

- 12. Maartje Bijl (2009), 'Fundamental Breach in Documentary Sales Contracts: The Doctrine of Strict Compliance and the Underlying Sales Contract'
- 13. Mercédeh Azeredo da Silveira (2005), 'Anticipatory Breach under the United Nations Convention on Contracts for the International Sale of Goods'
- 14. Bruno Zeller (2007), 'The Remedy of Fundamental Breach and the United Nations Convention on the International Sale of Goods (CISG) A Principle Lacking Certainty?'

#### PART VI REMEDIES

- 15. Djakhongir Saidov (2009), 'The Present State of Damages under the CISG: A Critical Assessment'
- 16. Peter Huber (2007), 'CISG The Structure of Remedies'
- 17. Steven Walt (1991), 'For Specific Performance Under the United Nations Sales Convention'
- 18. Avery W. Katz (2005), 'Remedies for Breach of Contract under the CISG'
- 19. Marco Torsello (2005), 'Remedies for Breach of Contract under the 1980 Convention on Contracts for the International Sale of Goods (CISG)'
- 20. John Y. Gotanda (2009), 'When Recessions Create Windfalls: The Problems of Using Domestic Law to Fix Interest Rates under Article 78 CISG'

#### PART VII FINAL PROVISIONS

- 21. Ulrich G. Schroeter (2008), 'Backbone or Backyard of the Convention? The CISG's Final Provisions'
- 22. Marco Torsello (2000), 'Reservations to International Uniform Commercial Law Conventions'

Index