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Wilken and Villiers the Law of Waiver, Variation, and Estoppel The Law of Waiver, Variation and Estoppel The Law of Estoppel, Variation and Waiver Formation and Variation of Contract Waiver, Variation, and Estoppel Formation and Variation of Contracts FORMATION AND VARIATION OF CONTRACT. Anson's Law of Contract Variations on the Theme of Contract The Law of Proprietary Estoppel Implied Licences in Copyright Law Contractual Estoppel European Contract Law Complete Equity and Trusts Fifty Years of the International Court of Justice Agency Law in Commercial Practice Contract as Assumption Some Landmarks of Twentieth Century Contract Law Principles of Contractual Interpretation Exploring Private Law Hanbury and Martin Construction Law Southern Cross Essays on Contract Commercial Remedies Keating on Construction Contracts Contract Law Architects, Engineers and the Law The Law Relating to Estoppel by Representation The Law of Contract Foundational Principles of Contract Law McMeel on the Construction of Contracts Commentary on the UNIDROIT Principles of International Commercial Contracts (PICC) The Dignity of Commerce Delay in the Performance of Contractual Obligations Estoppel by Conduct and Election The Law of Estoppel Introduction to Contracts EU Anti-Discrimination Law The Law of Reinsurance

"Professor Fridman provides a close examination of the evolution and current state of key topics related to contract law, including the freedom of contract, consideration, privity, estoppel, misrepresentation, mistake, interpretation, contractual terms, performance, frustration and unjust enrichment."--Provided by publisher. The fourth edition of Spencer Bower's The Law Relating to Estoppel by Representation is a thorough updating of the classic original text with substantial additions on the extensive judicial and legislative developments which have taken place both in the UK and Commonwealth jurisdictions over the last 20 years. This learned work constitutes an essential part of the commercial practitioner's library. EU Anti-Discrimination Law provides a detailed and critical analysis of the corpus of European Union law prohibiting discrimination on the grounds of sex, racial or ethnic origin, religion or belief, disability, age, and sexual orientation. It takes into account the changes brought about by the Treaty of Lisbon and contains a thorough examination of the relevant case law of the Court of Justice of the EU. The book examines the background to the legislation and explains the essential characteristics and doctrines of EU law and their relevancy to the topic of anti-discrimination. It also analyses the increasingly significant general principles of EU law, the Charter of Fundamental Rights, and the relevant law flowing from the European Convention on Human Rights. The key concepts contained in anti-discrimination law are subjected to close scrutiny. The substantive provisions of the law on equal pay and the workplace and non-workplace provisions of the governing Directives are similarly examined, as are the numerous exceptions permitted to them. The complex rules governing the rights of pregnant women and those who have recently given birth are dealt with comprehensively and in a separate chapter. Equality in social security schemes is also discussed. The book concludes with an assessment of the practical utility of the existing law and the current proposals for its reform. This book explores a range of problems in the application of agency law in commercial practice. Moving beyond the limited introductory resources currently available, it "tests" abstract agency law concepts in specific commercial contexts, with reference to jurisdictions around the world. There is an enduring commonality of concepts and principles within agency law, both within the Commonwealth and within the jurisdictions of the United States. The book's comparative approach, drawing together analysis of national and international jurisdictions, provides innovative perspectives and insights, as well as practical guidance on solving commercial problems. The book opens with a detailed introductory chapter which provides a broad overview of the agency issues arising in specific commercial contexts. The subsequent chapters are grouped thematically: company law, financial transactions and services, sale of goods; as well as agency in procedural contexts. Topics covered include the role of the director and directorial board in company law and agency law, agency in shipping law, undisclosed principal in sale of goods cases, regulation of conflicts of interest in securities transactions, poseur-agents and transactional intermediation, the operation of agency in retail financial services, the agent's warranty of authority, and power of attorney. This book is an invaluable resource on both agency theory and commercial practice. This volume on the UNIDROIT principles of international commercial contracts provides quick access to all case law and legal literature for specific problems, paired with in-depth scholarly analysis. This book is the first comprehensive account of contractual estoppel. Contractual estoppel is a new and exciting development in the common law, widely employed and of considerable practical utility. The concept has been noticed by academics, mostly to be criticised as anomaly, misnomer and an objectionable policy choice, and commentary on the concept has been limited to recitation and critique of a few principal cases. Yet this book examines numerous judicial decisions which apply or discuss contractual estoppel, and offers a full and systematic exploration of its origin, principled basis, practical applications and limits. In this new title, the author, Alexander Trukhtanov, responds to policy objections and seeks to answer the charge that contractual estoppel is a misnomer, anomaly or distortion of reliance-based categories of estoppel, by showing that contractual estoppel is its own category of legal estoppel. The book is a single point of reference for a systematic and organised exposition of the subject and an explanation of how it fits into existing law. It is practice-oriented but engages with important conceptual points. Contractual Estoppel will be of interest to practitioners, whether draftsmen, litigators or advocates, as well as academics and post-graduate students of contract law. This book provides a history of some of the main institutions of South African private law and in so doing explores the process through which integration of the English common law and the continental civil law came about in that jurisdiction. Here is a book aimed at both European and South African audiences. For European lawyers it provides a stimulating insight into the way the process of harmonization of private law has occurred in South Africa and may occur within the European Union. By analysing the historical evolution of the most important institutions of the law of obligations and the law of property the book demonstrates how the two legal traditions have been accommodated within one system. The starting point for each essay is the "pure" Roman-Dutch law as it was transplanted to the Cape of Good Hope in the years following 1652 (and as it has been examined in considerable detail in another volume edited by Robert Feenstra and Reinhard Zimmerman, published in 1992). The analysis focuses on how the Roman-Dutch law has been preserved, changed, modified or replaced in the course of the nineteenth century when the Cape became a British colony; and on what happened after the creation of the union of South Africa in 1910. Each essay therefore attempts, in the field of law with which it is dealing, to answer questions such as: what was the level of interaction between the civil law and the common law? What were the mechanisms that brought about the particular form of competition, coexistence or fusion that exists in that area of law? Is the process complete or is it still continuing? Is it possible to observe the emergence, from these two routes, of a genuinely South African private law? How is the result to be evaluated? In establishing reception patterns at the level of specific areas of law, they go beyond generalization about the compatibility of the two traditions and present evidence of a possible symbiosis of English and Continental law. For South African readers the principal value of the book is that it offers essays by the most prominent South African private lawyers refelecting on the history of their subjects. It therefore constitutes the first stage in the writing of a history of substantive private law in South Africa. So far the focus has mainly been on the so called "external history" of South African law, and such texts as there are on the development of the institutions of private law are often in Afrikaans and mainly to be found in unpublished theses. Thus this book fulfils a real need for those teaching South African private law and legal history. Although the volume investigates a specific aspect of the making of modern South African law it is imperative not to lose sight of the fact that private law in that country,

as every way else did not develop in a vacuum, but as part of a wider political and social prcess. For this reason the book opens with an essay which contextualizes the contributions that follow, giving a view of the "setting" in which the development of South Africa took place: colonial domination, cultural imperialism, and racial and nationalistic ideologies. Two further introductory essays pay specific attention to the impact of the procedural framework on the substantive private law and to the "architects" of the mixed system. To mark the fiftieth anniversary of the International Court of Justice, a distinguished group of international judges, practitioners and academics has undertaken a major review of its work. The chapters discuss the main areas of substantive law with which the Court has been concerned, and the more significant aspects of its practice and procedure in dealing with cases before it. It discusses the role of the Court in the international legal order, and its relationship with the UN's political organs. The thirty-three chapters are presented under five headings: the Court; the sources and evidences of international law; substance of international law; procedural aspects of the Court's work; the Court and the UN. It has been prepared in honour of Sir Robert Jennings, judge and sometime President of the Court. Significantly streamlined and updated, this second edition provides a clear introduction to all topics in the contract law curriculum. The doctrines of waiver, variation and estoppel are relied upon to justify or criticize a party's changed position as to its contractual obligations. This book provides a complete practitioner guide to these complex but important doctrines, analysing their basic foundations and their relationship with other areas of law including contract, restitution, and equity. As well as clarifying and explaining these doctrines in relation to other areas it also considers their application in various aspects of commercial law. This new edition provides a thorough analysis of the increasing trend in commercial parties to insert "no waiver" clauses into contracts and considers the behaviour adopted by the courts in relation to these and other matters. It also includes coverage of important cases such as the House of Lords decision in Yeoman v Cobbe, Dallah Real Estate v Pakistan Ministry of Religious Affairs and those such as the Scottish decision in City Inns which demonstrate an on-going confusion and uncertainty in the analysis and application of these doctrines. This invaluable guide is the first comprehensive and practically structured resource on the doctrine of proprietary estoppel. It is presented in a user-friendly format to provide assistance in navigating complex case law on the doctrine. "This succinct yet comprehensive primer covers the law of contracts in the common law jurisdictions, focusing on the major cases in each area and on significan statute law, rendering the concepts readily understandable and accessible. This book situates contracts law within other areas of law, such as tort and restitution. It provides unique charts that summarize various issues, such as formation, enforcing promises, categorizing terms, liability, and more. The fourth edition addresses a number of recent Supreme Court of Canada decisions and the significant changes to the law on consideration, rectification, and consumer protection. Also addressed are further developments in the law in relation to the interpretation of contacts, and the new edition considers the issue of appeals of interpretation issues. The chapter on Mistakehas been thoroughly revised". -- Résumé de l'éditeur. This edition provides an authoritative and detailed account of contract law. It is essential reading for any student of contract law, and a valuable source of reference for practitioners and academics. Estoppel, variation and waiver are three overlapping doctrines in commercial law which are invoked to alter or end existing contractual arrangements. Because there has been no systematic classification and analysis of the doctrines and there is no obvious dividing line between them, this a difficult area for practitioners. This book examines all three doctrines and helps attorneys decide when and how to use them effectively. Treitel covers the extent to which contracts can benefit or bind third parties, variation of contracts by subsequent agreement and the distinction between four contractual terms - warranties intermediate (or innominate) terms and fundamental terms. This is a reference for architects, engineers and lawyers on the legal aspects of day-to-day architectural and engineering practice. It provides concise explanations of the legal responsibilities of architects and engineers and the consequences of the legal processes and relationships. Hanbury & Martin: Modern Equity is the leading title for those looking for top marks in Equity and Trusts law, unparalleled in both breadth of coverage and wealth of detail. With a new Editorial team at the helm, the textbook has been brought up to date to reflect the latest developments in the law and in teaching, and remains the best resource for mastering this subject. A person can lawfully engage in an act restricted by copyright if they have the licence of the copyright owner or if their actions are covered by a statutory exception. However, if a person has the benefit of neither of these, it may still be possible to imply a copyright licence to respond to copyright infringement. In contrast to the rigidity of the statutory exceptions, implied licences are more malleable in being able to respond to a diverse set of circumstances, as the need arises. Thus, implied licences can serve as a flexible and targeted mechanism to balance competing interests, including those of the copyright owners and content users, especially in today's dynamic technological environment. However, implication as a process is contentious, and there are no established principles for implying copyright licences. The resulting uncertainty has prevented implied licences from being embraced more readily by the courts. Therefore, this book develops a methodical and transparent way of implying copyright licences, based on three sources: the consent of the copyright owner; an established custom; and state intervention to achieve policy goals. The frameworks proposed are customised separately for implying bare and contractual licences, where relevant. The book goes on to analyse the existing case law in the light of these frameworks to demonstrate how the court's reasoning can be made methodical and transparent. Underscoring the contemporary relevance of implied licences, this book tests and validates the methodology in relation to three essential and ubiquitous functions on the internet - browsing, hyperlinking, and indexing. Introduction. Part I: Contract Formalities. The role of formality. Specific formalities: substantive conditions of a binding contract. Specific formalities: evidence. A general formality: the deed Part II: The Doctrine Of Consideration. The historical and comparative context. Consideration as a condition of existence of the contract. Consideration in the variation and discharge of a contract Part III: Promissory Estoppel. The traditional role of promissory estoppel: variation of an existing obligation. The developing role of promissory estoppel: creation of a new obligation. Conclusions. This edition includes many updates and revisions to the first edition, especially in light of the changes to the French Code Civil. Furthermore, the book comprises a wealth of translated extracts of legislation, cases, and academic literature. This text comprehensively covers all aspects of contract law in several European jurisdictions. Commercial law and practice are riddled with examples of the parties formally and informally altering the bargains into which they have entered. The means by which alteration occurs are contained within the doctrines of waiver, variation, and estoppel. This book provides definitions of these notoriously difficult doctrines, together with a detailed analysis of how they apply throughout the commercial law in doctrine and practice. In the second edition the author has revised and rewritten much of the text to take into account recent cases, and new material has been added on issue estoppel, commercial property, and the possibility of an over-arching unifying theory governing the doctrines. It has many times been said that contracts involve assumptions of obligation or liability, but what that means, and what it is that is assumed, have not often been discussed. It is to further such discussion that some of the author's previously published writings around this subject have been brought together in this book. His basic premises are that contractual obligation and liability in this context are two sides to the same coin and that an assumption of one is an assumption of both. Parties are bound not because liability has been imposed upon them by law as a result of their having entere. Why should the law care about enforcing contracts? We tend to think of a contract as the legal embodiment of a moral obligation to keep a promise. When two parties enter into a transaction, they are obligated as moral beings to play out the transaction in the way that both parties expect. But this overlooks a broader understanding of the moral possibilities of the market. Just as Shakespeare’s Shylock can stand on his contract with Antonio not because Antonio is bound by honor but because the enforcement of contracts is seen as important to maintaining a kind of social arrangement, today’s contracts serve a fundamental role in the functioning of society. With The Dignity of Commerce, Nathan B. Oman argues persuasively that well-functioning markets are morally desirable in and of themselves and thus a fit object of protection through contract law. Markets, Oman shows, are about more than simple economic efficiency. To do business with others, we must demonstrate understanding of and satisfy their needs. This ability to see the world from another’s point of view inculcates key virtues that support a liberal society. Markets also provide a context in which people can peacefully cooperate in the absence of political, religious, or ideological agreement. Finally, the material prosperity generated by

commerce has an ameliorative effect on a host of social ills, from racial discrimination to environmental destruction. The first book to place the moral status of the market at the center of the justification for contract law, The Dignity of Commerce is sure to elicit serious discussion about this central area of legal studies. Providing a complete analysis of the law of reinsurance this new edition gives extended consideration to complex areas, such as good faith, and issues on which there is no authority. This work contains within a single book an account of all the forms of estoppel in operation today, including estoppel by record (res iudicata), as well as of the associated doctrine of election. There can be few practitioners who do not at some time have to engage with estoppel. Estoppel applies across all, or nearly all, English civil law. In explaining each form of estoppel an attempt is made to state the main elements which have to be proved to establish the estoppel and then to detail each element with its various components. At the end of each chapter a brief summary of the estoppel is included so as to guide practitioners and others to any question important in any particular case. The law of estoppel has considerably advanced over recent decades, and over the last 10 years alone there have been major changes, such as the clarification of the previously uncertain boundaries of proprietary estoppel, a statement of the exceptions to the principles of res iudicata, and the extension law as well as of fact. These and other subjects are explained in full. Foundational Principles of Contract Law not only sets out the principles and rules of contract law, it places more emphasis on what the principles and rules of contract law should be, based on policy, morality, and experience. A major premise of the book is that the best way to grasp contract law is to understand it from a critical perspective as an organic, dynamic subject. When contract law is approached in this way it is much easier to grasp and learn than when it is presented simply as a static collection of principles and rules. Professor Eisenberg covers almost all areas of contract law, including the enforceability of promises, remedies for breach of contract, problems of assent, form contracts, the effect of mistake and changed circumstances, interpretation, and problems of performance. Although the emphasis of the book is on the principles and rules of contract law, it also covers important theories in contract law, such as the theory of efficient breach, the theory of overreliance, the normative theory of contracts, formalism, and theories of contract interpretation. "[This book] helps the reader to negotiate a complex area of law by combining principles and doctrine with relevant discussion of the case law [and identifies] and anticipates current and future trends in litigation New to this [edition includes]: updated discussion of the role of the appeal courts in their decisions on judgments relating to contract construction, most notably the cases of Rainy Sky v Kookmin Bank (2011), Arnold v Britton (2015), the Lloyds Bank Bonds case (2016), and Wood v Capita Insurance Services(2017); expanded coverage and critique of the principles of implication and rectification; extended treatment of good faith following Yam Seng (2014) and MSC Mediterranean Shipping v Cottonex (2016); and discussion of New Commercial Court Guide rules on background facts 'factual matrix' and statements of case."-- 'Complete Equity and Trusts' provides a blend of explanatory text, cases and materials making it ideal for students new to equity and trusts. In this student-centred and approachable text, complex topics are explained clearly and succinctly. The sixth volume in the Oxford Law Colloquium Series analyses the workings of, and problems associated with, commercial remedies. The book adopts the format of a collection of essays by leading academics, each with a response from a practitioner offering an insight into how the differentelements of this subject are dealt with in practice. Beginning with a discussion of compensatory damages, the first Part then turns to limitations on compensation, and concludes with a re-evaluation of the SAAMCO principle. The second Part examines restitution and punishment, with particular focuson proprietary restitution for unjust enrichment and the restitution of profits made by a breach of contract. The final Part looks at how the law on agreed remedies might develop, analyses the impact of the Human Rights Act 1993 on litigation between private parties, and concludes with aconsideration of commercial remedies in the conflict of laws. This is a highly topical area of law and Commercial Remedies makes a significant contribution to the debate. Now in its second edition, Construction Law is the standard work of reference for busy construction law practitioners, and it will support lawyers in their contentious and non-contentious practices worldwide. Published in three volumes, it is the most comprehensive text on this subject, and provides a unique and invaluable comparative, multi-jurisdictional approach. This book has been described by Lord Justice Jackson as a "tour de force", and by His Honour Humphrey LLoyd QC as "seminal" and "definitive". This new edition builds on that strong foundation and has been fully updated to include extensive references to very latest case law, as well as changes to statutes and regulations. The laws of Hong Kong and Singapore are also now covered in detail, in addition to those of England and Australia. Practitioners, as well as interested academics and post-graduate students, will all find this book to be an invaluable guide to the many facets of construction law. Inspired by recent debate, the purpose of this collection of essays on private law doctrines, remedies and methods is to celebrate and illustrate the contribution that both 'top-down' and 'bottom-up' methods of reasoning make to the development of private law. The contributors explore a variety of topical subjects, including judicial approaches to 'top-down' and 'bottom-up' methods; teaching trusts law; the protection of privacy in private law; the development of the law of unjust enrichment; the private law consequences of theft; equity's jurisdiction to relieve against forfeiture; the nature of fiduciary relationships and obligations; the duties of trustees; compensation and disgorgement remedies; partial rescission; the role of unconscionability in proprietary estoppel; and the nature of registered title to land. This book re-evaluates the rules of construction and explains clearly the principles which guide the courts in interpreting contracts.