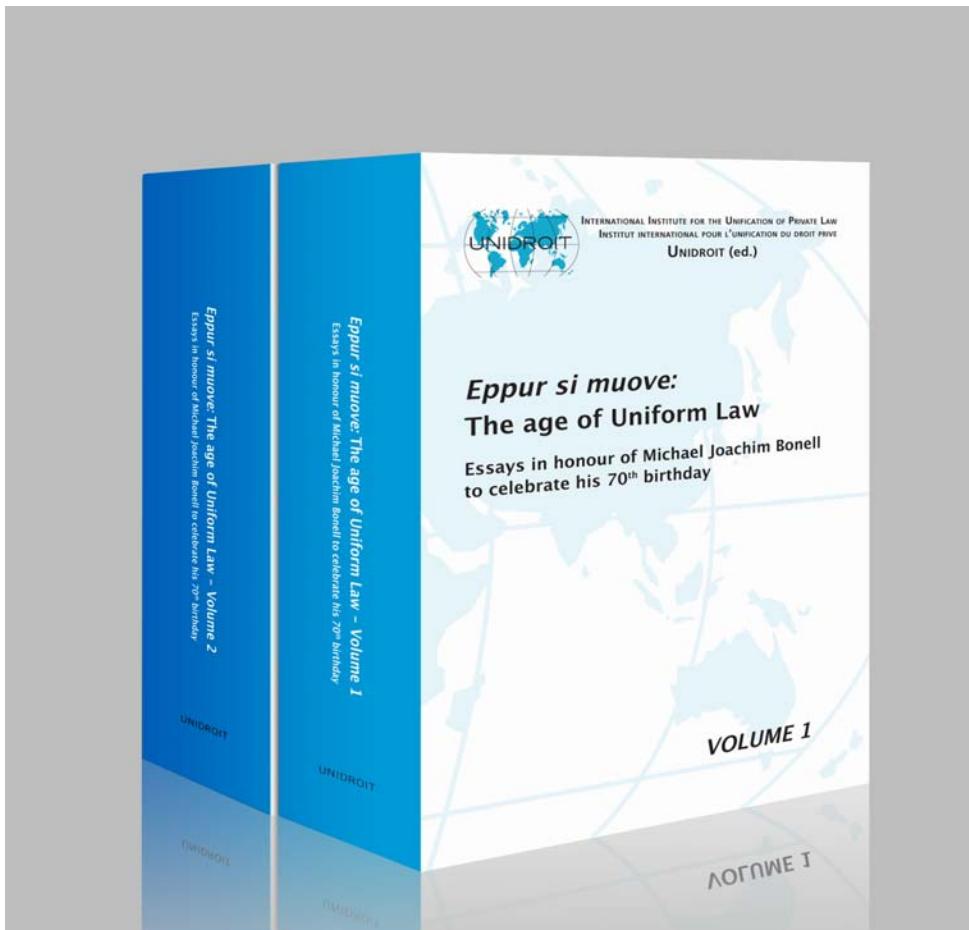


Eppur si muove:

The Age of Uniform Law

Essays in honour of Michael Joachim Bonell
to celebrate his 70th birthday



In the Essays in honour of Michael Joachim Bonell major experts world-wide in international and comparative law celebrate one of the protagonists of the uniform law scene, a leading scholar on international contract law, promotor and one of the devisers of the UNIDROIT Principles of International Commercial Contracts, with articles treating subject-matters of topical interest.

Eppur si muove: The Age of Uniform Law

Essays in honour of Michael Joachim Bonell to celebrate his 70th birthday

(UNIDROIT 2016, ISBN 978 88 86 44 93 66; soft cover, two volumes, 17 x 24 cm.
Volume 1 : xx + pages 1 - 950; Volume 2 : xii + pages 951 – 2006)

Table of Contents

VOLUME 1

Preface	vii	
Tabula Gratulatoria	xix	
PERSONAL REMINISCENCES		
Don Wallace Jr.	An Essay for Michael Joachim Bonell: Crossed Paths	3
LEGAL THEORY		
Antonio Gambaro	Classificazione e valutazione delle opere giuridiche - prospettive e problemi	13
Guy Horsmans	L'esprit critique et la créativité juridique	24
Maria Rosaria Marella	Breve viaggio intorno alla trasformazione del <i>legal subject</i>	43
Jorge Sánchez Cordero	Les processus d'acculturation juridique. Réflexions mexicaines	51
Alessandro Somma	Giustizia o pacificazione sociale? La codeterminazione nello scontro tra modelli di capitalismo	74
Vincenzo Zeno Zencovich	Lessons from a Traffic Light: A Juridical Scherzo	91
COMPARATIVE LAW, TRANSNATIONAL LAW AND UNIFORM LAW IN GENERAL		
(a) Comparative Law		
Mauro Bussani	Comparative Legal Pluralism: Insights into the Case of Tort Law	109
Diego Corapi	Diritto commerciale comparato	120
Marco D'Alberti	Influenze reciproche tra Italia e altri ordinamenti nel campo del diritto amministrativo	132
Giovanni Marini	La costruzione delle tradizioni giuridiche nell'epoca della globalizzazione	139
Hans-W. Micklitz	The Threefold Phenomena of Constitutionalisation in Private Law	168
Ergun Özsüney	Teaching Comparative Law in Turkey: New Perspectives on Comparative Law	187
Sandro Schipani	Diritto romano, sistema giuridico latinoamericano e Codice civile e commerciale della nazione argentina	207
Mario Serio	Confluenza (equilibrata) di diritto pubblico e diritto privato nella configurazione del <i>common law</i> inglese	226
Takashi Uchida	The Reception of Jurisprudence - The Case of Japan	237

(b) Transnational Law

Diego Fernandez Arroyo	The Growing Significance of Sets of Principles to Govern Trans-boundary Private Relationships	251
Henry D. Gabriel	The Rise of Soft Law in Institutional International Commercial Law and Why it is a Good Idea	273
Hernany Veytia	El consultor meta-jurídico internacional (jurisdruida), El punto de armonía entre el negocio del derecho en los mercados internacionales y el derecho de los negocios internacionales	286

(c) Uniform Law in General

Spiros Bazinas	Security Interests in Non-intermediated Securities in the UNCITRAL Draft Model Law on Secured Transactions	305
Silvia Ferreri	The Devil is in the Details. Undetected Differences in Projects to Harmonize the Law	316
Ian Govey	Australia and UNIDROIT	324
Souichirou Kozuka	The Bifurcated World of Uniform Law: The Uniform Law of “Islands” and of “The Ocean”	333

PRIVATE INTERNATIONAL LAW

François Dessemontet	Commercial Soft Law and Soft Codification on Conflicts	349
Jan L. Neels	Choice of Forum and Tacit Choice of Law: The Supreme Court of India and the Hague Principles on Choice of Law in International Commercial Contracts (An Appeal for an Inclusive Comparative Approach to Private International Law)	358
Didier Opertti Badan	Conflicto de culturas y valores. Una visión sintética desde el derecho internacional privado	372
Matthias Weller	Validity and Interpretation of International Choice of Court Agreements: The Case for an Extended Use of Transnational Non-State Contract Law	393

EUROPEAN LAW**(a) European Law in General**

Felice Casucci	Il perfezionamento attivo	409
Luigi Moccia	Le droit et le juriste européen : un point de vue comparé	434
Nicolò Trocker	Diritti e rimedi nella costruzione dell’ordine giuridico europeo	452

(b) European Private Law

Luisa Antonioli	The Future of European Private Law at the Crossroads of Public and Private Law	481
Jürgen Basedow	Gap-filling in EU Private Law Regulations	501
Andrzej Całus	Shortcomings of the Legislative Powers of the European Union in the Domain of Private Law	513
Carlo Castronovo	On the Meaning of ‘Matters Relating to a Contract’ and ‘Matters Relating to Tort, Delict or Quasi-delict’ in the European Sources on Jurisdiction	538
Barbara Pozzo	La difficulté de traduire pour la création d’un droit privé harmonisé dans l’Union Européenne	554

COMPANY, BANKING, INSOLVENCY AND INTELLECTUAL PROPERTY LAW**(a) Company Law**

Valery D. Fedchuk	Liability of the Controlling Company in Modern National Private Law	571
Pietro Galizzi	Corporate Social Responsibility: Is it Part of Today’s <i>Lex Mercatoria</i> ?	590
Hideki Kanda	A Trust for Commercial Use in Japan: An Unexpected Winner in the Race Among Organizational Forms	599

Raffaele Lener	<i>Hybrid Participating Instruments under Italian Corporate Law</i>	605
Maria Chiara Malaguti and Giovanna Giada Salvati	Excesses in the Remuneration of Directors of Limited Companies and the UNIDROIT Principles	611
Luiz Gastão Paes de Barros Leães	Joint Control in Brazilian Corporation Law	622
Federico Pernazza	La nozione di impresa pubblica nel contesto transnazionale	628
Giuseppe B. Portale	La parabola del capitale sociale nella s.r.l.: dall' "importancia quasi-sacramental" al ruolo di "ferro vecchio"?	652
Giovanna Giada Salvati and Maria Chiara Malaguti	Excesses in the Remuneration of Directors of Limited Companies and the UNIDROIT Principles	611
Guido Smorto	Reputazione, fiducia e mercati	670
(b) Banking Law		
Roy Goode	<i>Force Majeure</i> under URDG 758	689
Herbert Kronke	'Objective Rules' of Transnational Commercial Law: The Example of Bank Payment Undertakings	698
Giulio Ponzanelli	Le fondazioni bancarie come enti <i>non profit</i> : problemi e prospettive	705
(c) Insolvency Law		
Alberto Mazzoni	The Social Aspects of MSME Insolvencies: A Global View and a New Approach for Law Reform	715
Christoph G. Paulus	The Erosion of a Fundamental Contract Law Principle <i>pacta sunt servanda</i> vs. Modern Insolvency Law	740
(d) Intellectual Property Law		
Mario Stella Richter jr	<i>Maigret sull'Adriatico.</i> Riflessioni sparse su segni distintivi e opere dell'ingegno	753
CAPITAL MARKETS		
Carlo Angelici	Appunti in tema di "derivati"	767
ARBITRATION AND ADR		
Radu Bogdan Bobei	Contribution to the Spread of Soft Mentalities in International Commercial Arbitration	781
Giorgio De Nova	Arbitrato, consulenza tecnica, danno	792
Ugo Draetta	Internal Conflicts among Arbitrators in International Arbitration	795
B. Bahadır Erdem and Faruk Kerem Giray	Grounds for Annulment of Arbitration Awards in the Turkish International Arbitration Act – A Look at the Judgments of the Turkish Court of Appeal	835
Franco Ferrari	How International should International Arbitration be? A Plea in Favour of a Realistic Answer	847
Faruk Kerem Giray and B. Bahadır Erdem	Grounds for Annulment of Arbitration Awards in the Turkish International Arbitration Act – A Look at the Judgments of the Turkish Court of Appeal	835
Charalambos Pamboukis	La sentence arbitrale annulée <i>Jurisdictio facit Arbitrum</i>	856
William W. Park	Fidelity to Contract Commitments in Commercial Arbitration: Contract Language and Changed Circumstances	880
Vincenzo Varano	Brevi considerazioni su ADR, consumatori e Unione Europea	896
Andrea Zoppini	La consulenza tecnica nel giudizio arbitrale: alla ricerca di <i>standard</i> condivisi nel risarcimento del danno contrattuale	906

CIVIL PROCEDURE

Antonio Gidi and Hermes Zaneti, Jr	Brazilian Civil Procedure in the ‘Age of Austerity’? Effectiveness, Speed, and Legal Certainty: Small Claims, Uncontested Claims, and Simplification of Judicial Decisions and Proceedings	921
Rolf Stürner	Die Gleichheit der Parteien im US-amerikanischen Zivilprozess	942
Hermes Zaneti, Jr and Antonio Gidi	Brazilian Civil Procedure in the ‘Age of Austerity’? Effectiveness, Speed, and Legal Certainty: Small Claims, Uncontested Claims, and Simplification of Judicial Decisions and Proceedings	921

VOLUME II

CONTRACT LAW

(a) Comparative Contract Law

Neil Andrews	Good Faith Beneath the Surface: The Ethical Sensitivity of English Contract Law	953
Hugh Beale	“Surprising” or “Unfair”? Controls over Standard Terms	975
J.W. Carter and Michael P. Furmston	Good Faith in Contract Law: A Commonwealth Survey	988
Michael P. Furmston and J.W. Carter	Good Faith in Contract Law: A Commonwealth Survey	988
Attila Harmathy	Hardship	1035
Ewoud Hondius	Corruption in Contract Law and Disgorgement of Damages	1044
Hector L. MacQueen	Reforming Third Party Rights in Contract: A Scottish Viewpoint	1066
Antonino Procida Mirabelli di Lauro	L’obbligazione tra prestazione e protezione	1087

(b) International Contract Law

Marcel Fontaine	<i>Cause</i> , Good Faith and Hardship: Three Issues in the Process of Harmonizing Contract Law	1131
José Antonio Moreno Rodríguez	The New Paraguayan Law on International Contracts: Back to The Past?	1146
Bruno Zeller	The Development of a Global Contract Law. Still a Dream?	1179

(c) UNIDROIT Principles of International Commercial Contracts

Antonio Boggiano	Elección (“ <i>kollisionsrechtliche Verweisung</i> ”) de los Principios UNIDROIT como el derecho aplicable a los contratos internacionales. Propuesta de modificación estructural de los Principios UNIDROIT	1197
Fabio Bortolotti	Towards a Transnational Commercial Law: The Essential Role of the UNIDROIT Principles	1258
Núria Bouza Vidal	The UNIDROIT Principles as Legal Background in Spanish Case Law	1266
Eckart Brödermann	The UNIDROIT Principles as a Risk Management Tool	1283
Giuditta Cordero-Moss	Detailed Contract Regulations and the UPICC: Parallels with National Law and Potential for Improvements - The Example of Norwegian Law	1302
José Angelo Estrella Faria	The Influence of the UNIDROIT Principles of International Commercial Contracts on National Laws	1318
Bénédicte Fauvarque- Cosson	The UNIDROIT Principles, the World and the French Reform of Contract Law	1350
Rocco Favale	Conclusion of a Contract by Offer and Acceptance: UNIDROIT Principles and Italian Law	1365
Paul Finn	The UNIDROIT Principles: Australia’s Response	1384
Cecilia Fresnedo de Aguirre	The UNIDROIT Principles of International Commercial Contracts: A Uruguayan Approach	1393

Lauro Gama Jr.	Les usages du commerce dans les Principes d'UNIDROIT	1412
James Gordley	The Parol Evidence Rule and Transnational Law: The CISG and the UNIDROIT Principles	1462
Shiyuan Han	The UNIDROIT Principles and the Development of the Chinese Contract Law	1473
Hans van Houtte	Compensation for Future Harm – Article 7.4.3 UNIDROIT Principles	1486
Alexander Komarov	The UNIDROIT Principles of International Commercial Contracts and the Development of Contract Law in Modern Russia	1493
Marco Lopez de Gonzalo	<i>I punitive damages</i> nel diritto internazionale privato, nel diritto uniforme e nei Principi UNIDROIT	1503
Ricardo Luis Lorenzetti	El nuevo Código Civil y Comercial argentino y los Principios de UNIDROIT	1520
Francesca Mazza	A "Safe Harbour"-Tool for UNILEX – A Questionnaire for Arbitral Institutions, Arbitral Tribunals, Counsel or Parties on the Use of the UNIDROIT Principles of International Commercial Contracts in International Arbitration	1535
John Shijian Mo	The UNIDROIT Principles of International Commercial Contracts in Chinese Judicial Practice	1542
David Morán Bovio	La cesión de créditos en los <i>Principios</i> de UNIDROIT	1554
Monika Pauknerová	The UNIDROIT Principles and Czech Law	1583
Roberta Peleggi	La disciplina delle "condizioni" nei Principi UNIDROIT	1593
Pilar Perales Viscasillas	Los Principios de UNIDROIT en la jurisprudencia del Tribunal Supremo español	1619
Christina Ramberg	The Rules on Standard Terms in the UNIDROIT Principles: Misplaced and Misleading	1640
Geneviève Saumier	Les clauses types pour l'utilisation des Principes d'UNIDROIT	1649
Kurt Siehr	Die <i>UNIDROIT Principles of International Commercial Contracts</i> und Irrtum beim Handel mit Kulturgütern	1664
Francesco Paolo Traisci	<i>Hardship e Force Majeure</i> nei contratti del commercio internazionale: un modello innovativo da seguire	1675
Anna Veneziano	The Model Clauses for the Use of the UNIDROIT Principles of International Commercial Contracts as a Tool for Party Autonomy and in Adjudication	1687
Stefan Vogenauer	Termination of Long-term Contracts 'for Compelling Reasons' under the UNIDROIT Principles: The German Origins	1698

SALES AND OTHER TYPES OF CONTRACT

(a) International Sales Contracts

Michael Bridge	Consequences of Avoidance of the Contract under the CISG	1717
John Y. Gotanda	Recovering Reputation: Compensating for Damage to Goodwill or Brand of a Business under the CISG	1734
Jie Jiao et Guy Lefebvre	L'utilisation du terme de commerce FOB : une incertitude pour les commerçants !	1759
Thomas Krebs	The CISG in English Courts?	1745
Guy Lefebvre et Jie Jiao	L'utilisation du terme de commerce FOB : une incertitude pour les commerçants !	1759
Ulrich Magnus	Borderline Problems of the CISG	1771
Rui Manuel Moura Ramos	<i>La Convention de Vienne du 11 avril 1980 sur les contrats de vente internationale de marchandises trente-cinq ans après</i>	1793
Wojciech Popiółek	<i>La culpa in contrahendo</i> dans la Convention de Vienne – perspective polonaise	1806
Oliver Remien	Internationale Handelsverträge und der Rückgriff in der Vertragskette - À propos <i>Cour de cassation</i> 8.4.2009 <i>Sté Ceramiche Marca Corona SPA / Sté Bati-Seul</i> , Art. 39 Abs. 2 CISG und europäischem Letztverkäuferregress	1821
Marco Torsello	An International Sales Law for Agri-food Products: An Overview of Controversial Issues and the Feasibility of a Sector-specific Global Law	1829

(b) European Sales Contracts

Guido Alpa	Towards the Completion of the Digital Single Market: The Proposal of a Regulation on a Common European Sales Law (CESL)	1855
Miklós Király	The Rise and Fall of Common European Sales Law	1862
Christiane Wendehorst	Sale of Goods in the Digital Age – From Bipolar to Multi-party Relationships	1873

(c) Other Types of Contract

Giovanni Sciancalepore	La transazione tra complessità strutturali e prospettive dogmatiche	1891
Virginia Zambrano	Contratti di distribuzione e somministrazione: la tipicità tra ipersensibilità economica, attrazioni indesiderate, fughe tentate e suggestioni comparatistiche	1902

PROPERTY LAW

Christian von Bar	Besitzrechtliche Sachherrschaft. Eine rechtsvergleichende Skizze	1927
Ermanno Calzolaio	La tipicità dei diritti reali: spunti per una comparazione	1945
Alba Negri	La tontina immobiliare in Francia	1957

CULTURAL PROPERTY

Gerte Reichelt	Kunstrecht	1979
		1983

SUCCESSION

Andrea Fusaro	Testamentary Freedom in Italy	1985
Pietro Rescigno	Interessi della famiglia e dell'impresa nel diritto ereditario	1992

APPENDIX

Publications of Michael Joachim Bonell	1999
--	------

ORDER FORM

Please send me . . . copy/ies of ***Eppur si muove: The Age of Uniform Law Essays in honour of Michael Joachim Bonell to celebrate his 70th birthday*** (ISBN 978 88 86 44 93 66; soft cover, two volumes, 17 x 24 cm. Volume 1 : xx + pages 1 - 950; Volume 2 : xii + pages 951 – 2006) (UNIDROIT 2016)

- at €200 per copy, + DHL mailing.

The completed order form should be sent by post, fax or email to:

Ms F. Ghin, UNIDROIT, Via Panisperna, 28
00184 Rome, Italy
Fax: +390669941394 publications@unidroit.org

Title: Mr/Mrs/Ms/Miss (delete inapplicable options)

First name: _____

Surname: _____

Organisation, university or firm: _____

Address: _____

City: _____ Postal Code: _____

Country: _____

Email: _____ Fax: _____

- Please tick the relevant box below to indicate the method of settlement chosen.

Bank transfer to: UNIDROIT, UNICREDIT AG 00704 ROMA ORLANDO, Via Vittorio Emanuele Orlando 70, 00184 Rome, Italy, IBAN: IT93Y0200805203000400307783, SWIFT: UNCRITM1704
(Please send UNIDROIT a copy of the validated transfer order.)

by credit cards:

Credit cards accepted



Card Holder: _____

Card No. _____ Security code: _____

Expiration date: _____ Signature: _____

Intergovernmental entity – Transaction not part of any commercial activity – Not subject to VAT/IVA in accordance with the combined provisions of Arts. 1 and 4, para. 4 of the D.P.R. n. 673/72 and subsequent amendment.
