

The Interaction of
Contract Law and Tort and
Property Law in Europe

The Interaction of Contract Law and Tort and Property Law in Europe

A Comparative Study

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ISBN 3-935808-20-8

Die Deutsche Bibliothek verzeichnet diese Publikation in der Deutschen Nationalbibliografie; detaillierte bibliografische Daten sind im Internet über <http://dnb.ddb.de> abrufbar.

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Gestaltung: Sandra Sellier, München. Herstellung: Karina Hack, München.
Satz: Federer & Krauß GmbH, Augsburg. Druck und Bindung: Pustet, Regensburg.
Gedruckt auf säurefreiem, alterungsbeständigem Papier. Printed in Germany

Preface

This book is the collective work of jurists from fifteen European jurisdictions. It was completed under our coordination in nine months of intensive cooperative labour. Its purpose is to promote informed opinion and advance the process of policy formation with regard to the substantive scope of the Common Frame of Reference desired by the European Commission and the European Parliament. This Common Frame of Reference will in turn have the potential to play a large and perhaps prominent role in efforts towards addressing the problems created by divergence of the aspects of private law relevant to the internal market. Before any such measures can be contemplated, a discussion must in our view be initiated as to whether such an unprecedented instrument should be confined to contract law or extended to the neighbouring areas of the law of obligations and property law. In order to probe the border areas between contract and tort law and between contract and property law and their impact on the internal market, the European Commission commissioned this Study. We present the results of that work in this book publication for the wider benefit of experts and interested parties. We do so in the light of experience that scholarly legal analyses which are only published in the internet usually obtain a limited readership. Our Study appears under the imprint of Sellier. European Law Publishers, who will also be publishing the results of the work of the Study Group on a European Civil Code.

We are grateful for the permission of the European Commission, for whom this Study was undertaken, allowing us to publish the Study in book form. In accordance with the Commission's request, we explicitly acknowledge the Commission's rights (copyrights and others) in the Study. It was submitted to the Health and Consumer Protection Directorate General (SANCO B5-1000/02/000574) as a draft final report on 23 February 2004 in return for an overall contract sum of € 225,000. The opinions expressed in this Study are those of its authors and do not represent the Commission's position. This publication is freely accessible on the Commission's webpage under http://europa.eu.int/comm/consumers/cons_int/safe_shop/fair_bus_pract/cont_law/index_en.htm

Osnabrück and Hamburg, May 2004

*Christian v. Bar
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