
REVIEW

OF THE

CONVENTION ON CONTRACTS

FOR THE

INTERNATIONAL SALE OF GOODS (CISG)

1999-2000

KLUWER LAW INTERNATIONAL

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INTERNATIONAL SALE OF GOODS (CISG)

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Table of Abbreviations

A.C.	Appeal Cases
Act.Jur.Hung	Acta Juridica Academiae Scientiarum Hungaricae (Hungary)
All E.R.	All England Law Reports
Am.J.Comp.L.	American Journal of Comparative Law
Ariz.J.Int'l & Comp.L.	Arizona Journal of International and Comparative Law (USA)
Aust.Bus.L.Rev.	Australian Business Law Review
BB	Der Betriebsberater
BGB	Bürgerliches Gesetzbuch (Germany)
Bus.Law	The Business Lawyer (USA)
Cah.de Dr.	Les Cahier de Droit (Canada)
C.L.J.	Cambridge Law Journal (UK)
Can. Bus.L.J.	Canadian Business Law Journal
ch	Chapter
CIF	cost, insurance, freight (Incoterm)
Cir.	Circuit
CLOUT	Case Law
CISG	Convention on Contracts for the International Sale of Goods (U.N. Doc. A/CONF.97/18, Annex I)
CMR	Convention relative au Contrat de transport international de marchandises par route/Convention on the Contract for the International Carriage of Goods by Road
C.V.I.M.	Convention des Nations Unies Sur Les Contrats de Vente Internationale de Marchandises (U.N. Doc. A/CONF.97/18, Annexe I)
Doc.	Document(s)

Table of Abbreviations

Colum.L.Rev	Columbia Law Review (USA)
Cornell Int'l.L.J.	Cornell International Law Journal (USA)
Cornell L.Rev.	Cornell Law Review (USA)
Dig.Com.L.	Digest of Commercial Laws of the World (USA)
ECJ	Court of Justice of the European Communities
E.C.R.	European Court Reports
ed(s)	editor(s)/edition
e.g.	<i>exempli gratia</i> (Lat.=for instance)
et seq.	<i>et sequen(te)s</i> (Lat.=and the following pages(s))
EuZW	Europäische Zeitschrift für Wirtschaftsrecht (Germany)
EwIR	Entscheidungen zum Wirtschaftsrecht (Germany)
F.	Federal Reporter (USA)
F.3d	Federal Reporter, Third Series (USA)
Fed. Ct. Rep.	Federal Court Reporter (Australia)
Fed. Supp.	Federal Supplement (USA)
Fordham L. Rev.	Fordham Law Review (USA)
Ga.J.Int'l & Comp.L.	Georgia Journal of International and Comparative Law (USA)
Harv.Int'l.L.J.	Harvard International Law Journal (USA)
Harv.L.Rev.	Harvard Law Review (USA)
Hastings Int'l & Comp.L.Rev.	Hastings International and Comparative Law Review (USA)
ICC	International Chamber of Commerce
Incoterms	Incoterms 1990. International Commercial Terms of the ICC, ICC publication no. 460.
i.a.	<i>inter alia</i> (Lat.=among others)
id.	<i>ibidem</i> (Lat.=in the same place)
Int'l.Bus.Law.	International Business Lawyer (UK)
Int'l&Comp.L.Q.	International and Comparative Law Quarterly (USA)
Int'l Law.	The International Lawyer (USA)

I.L.M.	International Legal Materials (ed. American Association of International Law, Washington D.C.)
Int'l Tax & Bus.Law.	The International Tax & Business Lawyer (USA)
Int'l Trade & Bus. L. A.	International Trade & Business Law Annual (Australia)
IPRax	Praxis des Internationalen Privat- und Verfahrensrechts (Germany)
J.L.& Com.	Journal of Law and Commerce (USA)
J.Bus.L.	The Journal of Business Law (UK)
J.D.I.	Journal de Droit International (France)
JuS.	Juristische Schulung (Germany)
JZ	Juristenzeitung (Germany)
Limitation Convention 1974	Convention on the Limitation Period in the International Sale of Goods (U.N. Doc. A/CONF.63/15), YB V (1974), 210-215.
L.Q.R.	The Law Quarterly Review (UK)
NJW	Neue Juristische Wochenschrift (Germany)
N.J.L.	New Law Journal (UK)
1978 Draft Convention	UNCITRAL Draft, 11th Plenary Session (New York 30 May-16 June 1978), YB IX (1978), 14-21
N. Number(s)	
No. Number(s)	
Nw.J.Int'l L. & Bus.	Northwestern Journal of International Law & Business (USA)
N.Y.St.B.J.	New York State Bar Journal (USA)
N.Y.L.J.Int'l & Comp.L	New York Law School Journal of International and Comparative Law (USA)
Ohio St.L.J.	Ohio State Law Journal (USA)
O.J.	Official Journal of the European Communities
Pace Int'l L. Rev.	Pace International Law Review (USA)
Q.B.	Law Reports, Queen's Bench Division (ULK)
RabelsZ	Rabels Zeitschrift für ausländisches und internationales Privatrecht (Germany)

Table of Abbreviations

RCDIP	Revue critique de droit international privé (France)
Rev.jur.Univ.Puerto Rico	Revista jurídica de la Universidad de Puerto Rico (USA)
RIW	Recht de Internationalen Wirtschaft (Germany)
Rec. Dall. Sir	Receuil Dalloz Sirey (France)
RSDIE	Revue suisse de droit international et de droit européen (Switzerland)
SGA	Sales of Goods Act 1979
SZIER	Schweizerische Zeitschrift für Internationales und Europäisches Recht (Switzerland)
Stan.J.Int'l L.	Stanford Journal of International Law (USA)
Temple Int'l & Comp.L.J.	Temple International and Comparative Law Journal (USA)
Tex.Int'l.L.J.	Texas International Law Journal (USA)
Tul.J.Int'l&Comp.L.	Tulane Journal of International and Comparative Law (USA)
UCC	Uniform Commercial Code (USA)
UCC L.J.	Uniform Commercial Code Law Journal (USA)
U.Chic.L.Rev.	Uniform of Chicago Law Review (USA)
U.N.	United Nations
U.N.Doc.	U.N. Documents
UNIDROIT	Institut International pour l'Unification du Droit Privé/International Institute for the Unification of Private Law
Uniform L.Rev.	Uniform Law Review (UNIDROIT, Rom)
U.Pa.J.Int'l.Bus.L.	University of Pennsylvania Journal of International Business Law (USA)
U.Pitt.L.Rev.	University of Pittsburgh Law Review (USA)
Wash.L.Rev.	Washington Law Review (USA)
Wash. U.L.Q.	Washington University Law Quarterly (USA)
W.L.R.	Weekly Law Reports (UK)

Yale L.J.	The Yale Law Journal
YB UNCITRAL-Yearbook, New York : United Nations Publications (1971 et seq.)	
ZeUP	Zeitschrift für Europäisches Privatrecht (Germany)
ZIP	Zeitschrift für Wirtschaftsrecht (Germany)

Contents

TABLE OF ABBREVIATIONS	ix
------------------------	----

PART I ARTICLES

CHAPTER ONE	3
-------------	---

A COMPARATIVE STUDY OF SPECIFIC PERFORMANCE
PROVISIONS IN THE UNITED NATIONS CONVENTION
ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS
Nayiri Boghossian

CHAPTER TWO	79
-------------	----

THE REMEDY OF AVOIDANCE UNDER THE VIENNA
CONVENTION ON THE INTERNATIONAL SALE OF GOODS
Anna Kazimierska

CHAPTER THREE	193
---------------	-----

FORCE MAJEURE AND HARDSHIP: APPLICATION IN
INTERNATIONAL TRADE PRACTICE WITH SPECIFIC
REGARD TO THE CISG AND THE UNIDROIT PRINCIPLES
OF INTERNATIONAL COMMERCIAL CONTRACTS
Joern Rimke

CHAPTER FOUR	245
--------------	-----

THE THEORY OF RISKS IN THE 1980 VIENNA SALE
OF GOODS CONVENTION
Sylvain Bollée

PART II

CASE TRANSLATION AND COMMENTARIES

FEDERAL SUPREME COURT (BUNDESGERICHTSHOF), CIVIL PANEL VIII, NOVEMBER 3, 1999, INDEX NO. VIII ZR 287/98. <i>Translation By: Walter, Conston, Alexander & Green, P.C. and Schönherr, Barfuß, Torggler & Partner</i> <i>Editors: William M. Barron, Birgit Kurtz, and Dr. Peter Konwitschka</i> CASE COMMENTARY: PETER SCHLECHTREIM	293
DISTRICT COURT OF UNITED STATES (EASTERN DISTRICT OF LOUISIANA) MAY 17, 1999, CIVIL ACTION NO. 99-0380 SECTION "K" (1) <i>MEDICAL MARKETING INTERNATIONAL, INC., v. INTERNAZIONALE MEDICO SCIENTIFICA, S.R.L.</i> CASE COMMENTARY: PETER SCHLECHTREIM	305
THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE (STOCKHOLM, SWEDEN) JUNE 5, 1998, <i>BEIJING LIGHT AUTOMOBILE CO., LTD AND CONNELL LIMITED PARTNERSHIP</i> <i>By Walter, Constan, Alexander & Green, P.C.</i> <i>Editors: William M. Barron and Birgit Kurtz</i> CASE COMMENTARY: FRANCIS LIMBACH AND BRANDON AHEARN	313
COUR DE CASSATION (FRENCH REPUBLIC) MAY 26, 1999, CIV. 1 D. G. KARL SCHREIBER GMBH v. THERMO DYNAMIQUE SERVICE ET AL <i>Translation By: Charles Sant'Elia</i>	361
AUSTRIAN SUPREME COURT (OBERSTER GERICHTSHOF) AUGUST 27, 1999 (1 OB 223/99X) <i>Translation By: Walter, Conston, Alexander & Green, P.C. and Schönherr, Barfuß, Torggler & Partner</i> <i>Editors: Birgit Kurtz and Dr. Peter Konwitschka</i>	373
PRETURA DI TORINO (ITALY) JANUARY 30, 1997 C. & M. S.R.L. v. D. BANKINTZOPOULOS & O. E. <i>Translation By: Charles Sant'Elia</i>	383

PART I

Articles

CHAPTER ONE

A Comparative Study of Specific Performance Provisions in the United Nations Convention on Contracts for the International Sale of Goods

Nayiri Boghossian*
Damascus, Syria

INTRODUCTION	5
CHAPTER ONE. SPECIFIC PERFORMANCE IN A BIJURIDICAL CONTEXT: THE CISG ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS	7
I. General Introduction to The CISG	7
A. History of negotiations	7
B. General features of The CISG	14
II. Specific Performance in The CISG	18
A. General introduction to the provisions related to specific performance	18
B. Article 46: Buyer's right to compel performance	18
C. Article 62: Seller's right to compel performance	24
D. Article 28: Limitations on specific performance	26
CHAPTER TWO. COMPARATIVE STUDY OF SPECIFIC PERFORMANCE	30
I. Meaning of the Term Specific Performance	30

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Articles

A. Introduction	30
B. Specific performance in Common Law: The Uniform Commercial (UCC)	30
C. Meaning of specific performance in The CISG	32
D. <i>Exécution en nature</i> in Civil law: Articles 1143-1144 French Civil UCC	35
II. Primacy of the Remedy	38
A. Introduction	38
B. Specific performance as a secondary remedy in Common law	38
C. <i>Exécution en nature</i> as the primary remedy in Civil law	50
D. The primary remedy in The CISG	61
CHAPTER THREE. CONCLUSIONS	76

INTRODUCTION

The importance of international transactions has increased in recent decades as a result of the reduction in trade barriers and the globalization trend. Countries have initiated improved relations with each other, creating a situation of interdependence. This globalization trend requires elimination of obstacles to trade. One such obstacle is the divergence of rules among legal systems, which gives rise to litigation and increases transaction costs for all parties.

A means to eliminate this obstacle is to unify rules regulating international transactions through international conventions. The purpose of such conventions is to eliminate, or at least reduce the potential conflicts when an international transaction is concluded.¹

The United Nations Convention on Contracts for the International Sale of Goods (CISG)² is an example of this method of unification. The CISG, which is the result of decades of work, unifies the rules that govern

¹ Although legal and economic systems differ from one country to another, common rules exist in the field of international commerce. The reason for this is that businessmen use the same techniques when carrying out international transactions no matter which country they come from. This is achieved as a result of the freedom of parties to stipulate the terms they want in their contracts. These rules are based on trade usage, and they are considered as the new *lex mercatoria*. When one recognizes the existence of such rules, the role of unification becomes less significant and some scholars question the necessity of unification. For further discussion of this view see R.H. Graveson, *The International Unification of Law*, 16 AM. J. COMP. L. 4 (1968). Nevertheless, the role that unification plays is important because the rules developed through the practice of business people may not be known in countries that have entered the international trade field only recently, such as eastern bloc and developing countries. Furthermore, unified rules are more certain because they receive full recognition from national legislators. Unified rules and the *lex mercatoria* can complement each other. See H.J. Berman & C. Kaufman, *The Law of International Commercial Transactions (Lex Mercatoria)* 19 HARV. INT'L. L. J. 221, 275-277.

² United Nations Convention on Contracts for the International Sale of Goods, Apr. 11, 1980, U.N. Doc. A/CONF. 97/18, Annex I, reprinted in 19 I.L.M. 671 (1980) [hereinafter CISG].