

COMMON MARKET LAW OF COMPETITION
C. BELLAMY AND G. D. CLEGG
SECOND EDITION



SWEET &
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Common Market Law of Competition

SECOND EDITION

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PREFACE TO THE SECOND EDITION

Since 1973 the volume of Community competition law has approximately doubled although without any concomitant decrease in the number of undecided questions. To take account of this, almost every chapter has been substantially rewritten. Emphasis has once again been placed on distribution agreements (Chapter 8) and industrial property (Chapter 9). The latter chapter deals first with the particularly difficult decisions of the European Court on the exercise of industrial property rights and secondly with licensing. Chapter 7 has been recast and expanded to take account of the growing importance of Article 86. We have added a new chapter (Chapter 11) on mergers and joint ventures, an area where Community law is still at an early stage. Our thanks go first and foremost to our consultant editor, Jeremy Lever, Q.C., who commented most helpfully on the manuscript. Chapter 7 is once again substantially the work of John Swift, to whom we are most grateful. In preparing this edition we have been greatly assisted by Tony Morris. We are also particularly grateful to Maria Bellamy, of the Munich Bar, whose research enabled us to extend our coverage of articles in other Community languages and who gave us much encouragement and assistance. Many others have read parts of the manuscript and made helpful comments on it. These include Ian Threlfall, Q.C., Antony Graham-Dixon, Q.C., Professor W. R. Cornish, David Jacobs, George Wright of the Directorate-General for Competition and Dr. Oliver Axster to all of whom we are indebted. The remaining errors are, of course, our own. We are extremely grateful for the very fine secretarial help from Jenny Nichol and Mrs. D. Lane. We are grateful too for the assistance of Caroline Pointon, James Dinnage, Guy East, Santi Isern, David Kershaw, Lesley Samuel, Diane Abbott, Graham Airs, Philip Bennet, Andrew Colville, Ruth Fox and Richard Inman as well as Mr. Reeback and his team.

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All E.R.	All England Reports
Bull.	Bulletin of the European Communities
Ch.	Chancery (Law Reports)
C.L.R.	Commonwealth Law Reports
C.M.L.R.	Common Market Law Reports
CMR	Common Market Reporter published by Commerce Clearing House Inc. References are to paragraph numbers in the transfer binders containing Court decisions (European Court cases only)
E.C.R.	European Court Reports
E.L.Rev.	European Law Review
F.S.R.	Fleet Street Patent Law Reports
I.C.R.	Industrial Court Reports
J.O.	Journal Officiel des Communautés Européennes
K.B.	King's Bench (Law Reports)
Lloyd's Rep.	Lloyd's List Reports
O.J.	Official Journal of the European Communities
Q.B.	Queen's Bench (Law Reports)
Rec.	Recueil de la Jurisprudence de la Cour
R.P.C.	Reports of Patent, Design and Trade Mark Cases
S.J.	Solicitor's Journal
T.C.	Tax Cases
W.L.R.	Weekly Law Reports

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