

CONTENTS

	Page
EGYPT	
<i>M.S. Abdel Hamid and M. Abdel-Khalek Omar</i>	1
Introduction 3	
General characteristics of the law of contracts 3	
Islamic influence 3, French influence 4, New trends 4, Distinction between civil and commercial contracts 4, Administrative contracts 5.	
Sanctity of contract in civil law 7	
Binding force of contracts in Islamic law 7, Binding force of contracts in Egyptian law 8.	
Remedies for breach of contracts 8	
Damages 11, Fundamental principle 11, Compensatory nature of damages 11, Measure of damages 12, Duty to mitigate damage suffered 12, Assessment of damages by the parties 13, Problem of anticipatory or prospective breach of contract 13.	
INDIA	
<i>I.C. Saxena</i>	15
Introduction 17	
Usages of trade and principles of justice 18, Uniform application of the Indian Contract Act 20, Writing and form requirements 20.	
Remedies 23	
Breach of contract 23, Damages for loss 24, Measure of damages 25, Resale proceeds of goods 26, Damages where no market 27, Pecuniary loss not ascertainable 27, Anticipatory breach and damages 28, Criterion for the award of damages 29, Mitigation of damages 30, Loss due to sub-contracts 32, Special damages 32, Distinction between liquidated damages and penalty 33, Forfeiture of earnest money and security money 34, Interest as damages 38, Special problem of damages 39, Other remedies 41, Repudiation 41, Specific performance 41, Injunction 45, Suit for price 47.	
Quasi-contracts 48	
Suits against government and individuals 57	
Government and public officers 57, President of India and	

Governor of a State 59, Rulers 59, Individuals 60.

INDONESIA

R. Subekti

61

Introduction 63

Formation of contracts 65

What is a legally concluded contract 65, Capacity of the parties 65, A free consensus 65, A certain subject-matter 66, A legal cause 66, At which moment is a contract concluded 67, No formalities for the validity of contracts 67.

Performance of contracts 70

In what is a contract binding 70, Optional law 70, The role of customs 70, Equity 70, Different kinds of prestations 71, Performance in good faith 71, Extinguishment of obligations 72, Principle of equality among all creditors 75, Securities 75.

Breach of contract 77

Different manifestations of breach of contract 77, Debtor's default 77, Sanctions for breach of contract 77, Compensation 78, Compensation in extra-contractual obligations 82, *Negotiorum gestio* 82, *Solutio indebiti* 82, Compensation for wrongful acts 83, Law suit 84.

Summary 86

Appendix 87

IRAN

Hassan Afchar

91

Formation of contract 93

Performance of the contract 97

Non-performance of the contract 98

In what conditions can damages be claimed 100, The amount of damages 102.

ISRAEL

Ernst Livneh

107

Introduction 109

Codification of the law of contract 109, Usages of trade and custom 110, Special principles for the formation of certain types of contract 111,

Special forms of contract 113, Restrictive trade practices and monopolies 115.

Breach of contract and remedies 117

Contracts and their breach 117, Remedies for breach of contract in general 118, Enforcement of contract 119, Rescission of contract 120, Restitution 123, Damages 124, Assessment of full and proved compensation 129, Standard compensation 130, Agreed compensation 131, Mitigation of damage 133, compensation and insurance 133, Choice and combination of remedies 134, Anticipatory breach 135, Remedies for breach of special contracts 136, The Sale Law 136, The Sale (Housing) Law 138, The Works Contract Bill 139, The Hire and Loan Law 139, The Bailees Law 141, The Agency Law 142, The Guarantee Law 143, Labour relations 143.

Quasi-contractual remedies 147

Appendix 149

JAPAN

T. Kinoshita and T. Awaji

157

Introduction 159

General principles 159, Customs and usages of trade 166, Government, private, business and non-business contracts 168, Agreements required to be in writing 173, Agreements in restraint of trade 175, Restrictions on suing 178.

Remedies 180

Nominal damages not awarded 180, Criteria for award of damages 180, Liquidated damages 189, Special damages 191, Anticipatory breach and damages 191, Earnest money 192, Implied warranty 193, Non-pecuniary damage 194, Interest as damages 194, Some special problems 196, Quasi-contractual remedies 197.

THE PHILIPPINES

Enrique P. Syquia

199

Introduction 201

Obligations in general 201, Different kinds of obligations 204, Extinguishment of obligations 208.

Contracts in general 211

Rescissible contracts 213, Voidable contracts 214, Unenforceable contracts 215, Void or non-existent contracts 216.

Specific contracts 218

Sales 218, Actions for breach of contract of sale of goods 227, Barter or exchange 230, Lease 231, Partnership 237, Limited partnership 240, Agency 241, Loan 243, Deposit 245, Aleatory contracts 247, Compromise and arbitration 249, Guaranty 250, Pledge, mortgage and antichresis 252, Mortgage 254.

Damages 255

Actual or compensatory damages 255, Other kinds of damages 258, Moral damages 259, Nominal damages 259, Temperate or moderate damages 260, Liquidated damages 260, Exemplary or corrective damages 261.

Concurrence and preference of credits 262

Classification of credits 262, Order of preference of credits 266, Concluding observations 266.

SRI LANKA

C.G. Weeramantry

269

Introduction 271

Agreements required to be in writing 275, Contracts unenforceable unless in a particular form 280, Contracts for the sale of goods 281, Promises to marry 282, Partnership agreements 282.

Quasi-contract 283

Contracts in restraint of trade 294, Suits by and against the government 296, Limitations on the liability of the Crown in contract 298, When Crown is bound by act of public officer 299, Procedure 301, Attorney-General represents Crown 301. ;

Remedies for breach of contract 305**Payment of damages 305**

General and special damages 307, Nominal damages 307, Intrinsic damages 308, Actual and prospective damages 308, Damages and *res judicata* 308, Liquidated and unliquidated damages 309, Exemplary damages 310.

Remoteness of damage 310, Causation 311, Scope of protection 311, Mitigation of damages 312, Fraud or deceit accompanying breach of contract 314, Penalty and liquidated damages 314, The *stipulatio poenae* in Roman-Dutch law 316, The *lex commissoria* 316.

Interest 317

Present statutory provisions 317, Compound interest 318, Interest exceeding principal 319, No interest after deposit in court 319, Liability of the Crown to pay interest 319, Civil procedure 320, Damages and rate of exchange 321.

Specific performance 321

Nature of specific performance 321, Sri Lanka law 322, Principles governing grant of specific performance 322, Procedure 324.

Injunctions 325

The Courts Ordinance 325, The Civil Procedure Code 327, Damages for improperly obtaining injunction 327, *Ex parte* injunctions 327.

Other provisional remedies 328

Sequestration of property 328, Arrest before judgment 328, Appointment of receivers 329, Other interim orders 329, Sequestration of tenant's property for non-payment of rent 329, Rescission 329, Failure to perform within stipulated time 330.

Defective performance 331

Restitutio in integrum 331, Restitutio in respect of court decrees 332.

THAILAND

Thavorn Tantraporn

333

Introduction 335

Principle of the autonomy of the will and its scope 335, Capacity 337, Form 339, Vitiating elements in the declaration of the will 339.

Formation and interpretation of contract 341**Discharge of contracts 345****Remedies for breach of contract 347**

Right to demand specific performance 347, Right to claim damages 349, Right to rescind the contract 351.

