

Uniform Sales Law: The U.N. Convention on Contracts for the International Sale of Goods, by Dr. Peter Schlechtriem, Manzsche Verlags - und Universitätsbuchhandlung, Vienna 1986, pp. 120, AS325, DM46, \$50.

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On January 1, 1988, the 1980 United Nations Convention on Contracts for the International Sale of Goods ("CISG") entered into force and effect among the signatory nations, including the United States. CISG, occasionally referred to as the "Vienna Convention" is the culmination of the efforts and activities of the United Nations Commission on International Trade Law ("UNCITRAL") which was established in 1966. Among the various reasons for the establishment of UNCITRAL was the failure of the United States, among others, as a major world economic force, to ratify two different Hague Conventions, the Uniform Law for the International Sale of Goods ("ULIS") and the Uniform Law on the Formation of Contracts for the International Sale of Goods ("ULF"). Professor Schlechtriem, who was a member of the German delegation to the Vienna Conference which drafted CISG, first briefly analyses the historic background of the Vienna Convention and then analyses the CISG sequentially, article by article. The Vienna Convention is attached to the book as a separately bound "pocket part", which enables the reader to place the two documents side by side and study the text and analysis in tandem.

For the American law student and the multi-national legal practitioner, both presumably familiar with the Uniform Commercial Code, a first reading of CISG is an unusual experience. First, the Convention does not have a separate section for definitions similar the Uniform Commercial Code (*e.g.* 1-201, 4-104, 9-105). Many terms used in the Convention fall into the seams of our traditional American concepts, such as: "places of business" (Article 1); "habitual residence" (Article 10(b)); "concluding a contract" (Article 14(1)). In fact, one of the stated goals of CISG in its preamble, "the estab-

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lishment of a New International Economic Order", has a somewhat Orwellian ring to American ears.

The student and practitioner should remember that in most civil law countries, statutes are interpreted according their "plain meaning", which is often anything but plain, and the analysis, insights and anecdotes from the Vienna Conference recounted by Professor Schlechtriem contribute significantly to the understanding of both the one-hundred-and-one CISG articles and their unfamiliar terms. Professor Schlechtriem assists the reader by tracing the evolution of many of the articles from the ULIS to the CISG and explaining how several problems of interpretation with ULIS were clarified and modified by the subsequent Convention. In addition, he informs his readers of numerous proposals which were not adopted concerning individual articles, and the reasons and motives for their omission. This latter analysis is fascinating and provides much food for thought for the academically inclined.

Professor Schlechtriem's presentation does have several drawbacks however. First, he constantly refers to ULIS in the present tense. While this makes a great deal of sense for the German readership, since the Federal Republic of Germany has adhered to both ULIS and ULF since 1974, the comparisons are not always illuminating for the American reader unfamiliar with these prior two acts. This stylistic drawback is understandable, because the book is a translation of a German version originally published in 1981. (Although the footnotes appear to be updated, the text appears to be the 1981 original.) A second pocket part containing the ULIS and ULF would have done much to alleviate this problem of contrasts with an unfamiliar body of law.

In addition, the majority of footnotes are either devoted to judicial decisions of the Federal Republic of Germany or the book Huber *Der UNCITRAL - Entwurf Eines Ubereinkommens Fur Internationale Warenkaufvertrage*: 43 *RabelsZ* 413-526 (1979). A reader not fluent in the German language will have great difficulty studying or investigating these footnotes. In fairness, however, where judicial decisions are discussed in the text, concerning the interpretation that the German courts have given the ULIS and ULF, the analysis is both revealing and instructive.

The American student and practitioner is more probably interested in the similarities and differences between CISG and the Uniform Commercial Code. Although Professor Schlechtriem does refer frequently to various works on John Honnold, of the University of Pennsylvania Law School and a U.S. representative to the Vienna

Convention, including his book *The Uniform Law for International Sales under the 1980 United Nations Convention*, Boston: Kluwer (1982), the reader interested in this aspect of the subject would be well advised to see Professor Honnold's article, "The New Uniform Law for International Sales and the UCC: A Comparison", 18 Int'l Law. 21-28 (1984). In addition, the American student and practitioner interested in an American perspective on the CISG should be aware of the comprehensive bibliography compiled by Professor Peter Winship of Southern Methodist University School of Law and published in the Spring, 1987 volume of *The International Lawyer*. The bibliography in Professor Schlechtriem's book is addressed more to students of comparative law with a specialization in the German speaking countries.

Both the student and legal practitioner should be aware of the two most important differences between CISG and the Uniform Commercial Code: under the CISG, unlike the UCC, a contract for sale of goods need not be evidenced by a writing (Article 11); and a "mirror image" acceptance of the offer is required by the CISG (Article 19) in contrast to the provisions of UCC Section 2-207. The practitioner should note that the effect of CISG may be avoided by a contractual provision which selects a different choice of law, and should further note that articles 6 and 12 of CISG permit the signatory states to preclude the application of the Convention to certain legal subjects and to derogate from or vary the effect of any of the articles contained in the Convention.

In conclusion, while the format of Professor Schlechtriem's book, with its pocket part and index, is valuable, the thrust of the analysis is probably too specilaized in German legal analysis for even the student or practitioner of general multi-national transactions. The delay in publication makes the final remarks of the book moot, and if only one book on the subject will be purchased, at present it probably should not be this volume by Professor Schlechtriem.