

Table of Contents

Preface	9
A Short Survey of the Laws of the Nordic Countries – the Laws in General and Contract Law in Particular	13
<i>By Ole Lando</i>	
I. A short History of Nordic Law	13
II Sources of Law	14
III Legal Realism. What is Law?	23
IV Main Features of the General Rules on Contracts	25
V Nordic Conflict of Laws Rules Relating to Contracts	34
Restatement of Nordic Contract Law	47
Comments	
Chapter 1: General principles	69
§ 1-1: Freedom of contract	69
§ 1-2: Contracts are binding	69
§ 1-3: The protection of reasonable expectations	71
§ 1-4: No requirements as to form	75
§ 1-5: Custom and practices between the parties	77
§ 1-6: Reasonable consideration of the other party's interests	81
Chapter 2: Formation of contract	91
Introduction	91
§ 2-1: Binding effect	91
§ 2-2: Stipulation of a time limit for acceptance	96
§ 2-3: Time limit for acceptance not stipulated	97
§ 2-4: The effect of late acceptance	98
§ 2-5: The effect of rejection	99
§ 2-6: The effect of a non-corresponding reply	100
§ 2-7: Revocation	105
§ 2-8: Offers not requiring a reply. Effects of passivity	107
§ 2-9: The effect of a non-binding offer	110
§ 2-10: Third party beneficiaries	111

Table of Contents

Chapter 3: Representation	117
Introduction	117
Acts of an agent acting in the name of a principal (direct representation)	117
§ 3-1: Effects of the acts of an agent acting within its authority	117
§ 3-2: Conferral and scope of authority	119
§ 3-3: Revocation of authority	122
§ 3-4: Acts within an agent's authority but beyond its mandate (instructions)	123
§ 3-5: An agent's liability in relation to third parties	124
§ 3-6: Imputed knowledge	126
Acts of an agent acting in its own name (indirect representation)	127
§ 3-7: Principal generally not liable vis-à-vis a third party	128
§ 3-8: Agent generally entitled to exercise the rights against third parties	130
§ 3-9: The principal's protection against the agent's creditors	131
§ 3-10: Discharge despite performance of obligations to wrong person	132
§ 3-11: Set-off	134
 Chapter 4: Invalidity	 137
Introduction	137
§ 4-1: Coercion or threat	138
§ 4-2: Fraud	140
§ 4-3: Undue influence and exploitation	142
§ 4-4: Error of declaration	144
§ 4-5: Acts incompatible with honesty and good faith	146
§ 4-6: Failure of assumptions	149
§ 4-7: Fictitious contracts and documents	151
§ 4-8: Involuntarily issued declarations	153
§ 4-9: Unreasonable terms of a contract or other juridical act	154
§ 4-10: Forfeiture clauses	159
§ 4-11: Contracts in restraint of competition	160
§ 4-12: Contracts for immoral purposes	160
§ 4-13: Restitution	163
 Chapter 5: Interpretation	 167
§ 5-1: Common intention	168
§ 5-2: Visible particular meaning	169
§ 5-3: Consumer contracts	170
§ 5-4: Reasonable meaning	171
§ 5-5: Relevant circumstances	173
§ 5-6: Reference to the contract as a whole	184

§ 5-7: Terms to be given effect	185
§ 5-8: Preference given to mutually negotiated terms	186
§ 5-9: Language versions	187
§ 5-10: The contra proferentem principle	188
Chapter 6: The contents of the contract	195
Introduction.....	195
§ 6-1: Performance characteristics	195
§ 6-2: Pre-contractual statements	205
§ 6-3: Passing of risk	209
§ 6-4: Relevant time for establishing conformity with the contract	212
§ 6-5: Determination of price	214
§ 6-6: Contracts for an indefinite period	218
§ 6-7: Change of circumstances	220
Chapter 7: Performance	231
§ 7-1: Place of performance	231
§ 7-2: Time of performance	233
§ 7-3: Simultaneous performance	234
§ 7-4: Early performance	235
§ 7-5: Alternative performance	236
§ 7-6: Performance by a third person	238
§ 7-7: Form of payment	240
§ 7-8: The currency of payment	241
§ 7-9: Appropriation of performance	242
§ 7-10: Property not accepted	244
§ 7-11: Money not accepted	246
§ 7-12: Costs of performance	247
Chapter 8: Breach of contract and remedies	251
Introduction.....	251
§ 8-1: Definition of breach of contract	251
§ 8-2: Remedies available	253
§ 8-3: Cumulation of remedies	255
§ 8-4: Performance entrusted to another	256
§ 8-5: Notice of breach	257
§ 8-6: Right to specific performance	259
§ 8-7: Cancellation; services and special contracts	262
§ 8-8: Making good a lack of conformity	265
§ 8-9: Right to withhold performance	269
§ 8-10: Price reduction	271
§ 8-11: Termination	273

Table of Contents

§ 8-12: Termination of contracts to be performed in instalments	278
§ 8-13: Additional provisions and effects of termination	279
§ 8-14: Interest on late payment	282
§ 8-15: Right to damages	283
§ 8-16: Intent and negligence	284
§ 8-17: Control liability	285
§ 8-18: Adequate causation	291
§ 8-19: General measure of damages for breach	293
§ 8-20: Substitute transactions	298
§ 8-21: Current price	298
§ 8-22: Creditor's duty to mitigate losses	299
§ 8-23: Reduction of damages	300
 Chapter 9: Direct claims	 305
§ 9-1: Privity of contract	305
§ 9-2: Direct claims	305
 Chapter 10: Assignment of claims	 313
Introduction.....	313
§ 10-1: Scope	313
§ 10-2: The assignable nature of claims	314
§ 10-3: Assignor's guarantee	316
§ 10-4: Accessories	317
§ 10-5: Defences and the right to set-off	318
§ 10-6: Discharge by payment to a person other than the creditor	320
§ 10-7: Deposit	322
§ 10-8: Perfection of proprietary rights	323
§ 10-9: Multiple incompatible assignments	326
 List of Abbreviations	 329
 Notes on Editors	 331
 Bibliography – Works in Contract Law	 335
 Index	 389

Preface

This Restatement of Nordic Contract Law is the result of the joint efforts of a number of legal scholars at several Nordic universities. The project has been anchored at the Law Department of Copenhagen Business School. It was Ole Lando who conceived the idea of drawing up a restatement of Nordic contract law in English and it is he who has written the introduction to this restatement.

A restatement reflects and explains the specific content of principles and provisions in a particular area of the law. A restatement is particularly relevant to Nordic contract law as to a large extent it has not been codified. It is the hope of the Editorial Board that this restatement will be useful in the field of international commerce by making accessible an overview of Nordic contract law, and that it will serve as an inspiration to decision-makers at both international and European levels.

This restatement has required the combined efforts of Nordic researchers from the following universities:

Denmark: Copenhagen Business School and Aarhus University

Finland: University of Helsinki, the University of Eastern Finland Joensuu, the University of Lapland and University of Vaasa

Iceland: The University of Iceland

Norway: University of Bergen, University of Oslo and BI Norwegian Business School (*Team Norway*)

Sweden: Lund University, Stockholm University and Uppsala University.

Teams from the Nordic countries have contributed to the various chapters. An overview is given below. The Editorial Board has prepared the final text on the basis of these contributions and discussions at plenum meetings held in Copenhagen, Bergen and Reykjavik.

The bibliography of works on contract law written by Nordic authors in non-Nordic languages is the result of the skilled and tireless work of Kirsti Lothe Jacobsen in collaboration with Elen Elvebakk (both from the library at the University of Bergen).

Preface

The Editorial Board consists of members from each of the Nordic countries:

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Preface

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A Short Survey of the Laws of the Nordic Countries

The Laws in General and Contract Law in Particular

By Ole Lando¹

This is a short description of the laws of the Nordic countries, Denmark,² Finland, Iceland, Norway and Sweden.³ It treats their history and main features, their contract laws and their conflict of laws rules relating to contracts.

I. A short History of Nordic Law⁴

1. Situated on the northern fringe of Europe with a harsh climate and sparse population, the Nordic countries were latecomers to European civilisation. As in other parts of northern Europe, their customary laws were originally based on oral tradition. The laws were made and the cases tried by a regional or local assembly known as a *ting*. Relying on his knowledge and experience the law-speaker spoke the law at the *ting*.⁵

1. The author is grateful to Soili Nystén-Haarala, Torgny Håstad, Berte-Elen Konow, Peter Møgelvang-Hansen, and Ása Ólafsdóttir for useful suggestions for amendments and additions to the text.
2. Børge Dahl et al. (eds), *Danish Law in a European Perspective*, 2nd ed., Copenhagen 2002.
3. Michael Bogdan (ed.), *Swedish Law in the New Millennium*, 2nd ed., Stockholm 2011.
4. Ditlev Tamm, *The History of Danish Law, Selected Articles and Bibliography*, Copenhagen 2011. I am most grateful to Professor Pia Letto-Vanamo, University of Helsinki, and Professor Ditlev Tamm, University of Copenhagen, for their help in writing on Nordic legal history.
5. German legal historians have pointed out that whereas the Roman law was *lex scripta*, the original Germanic law, which the Roman law replaced, was unwritten and based upon the judges' wisdom and intuition.

Christianity was adopted around and after the year 1000 CE, after which foreign influences began to make themselves felt. Provincial laws were written down, a process that was influenced by canon law. The provincial laws had sections on families, inheritance and rural communities. There was no distinction between penal law and tort law, and very little on the law of contracts. Norway had a written code from 1274, given by King Magnus Lagabøte (the 'Law-mender'), which remained in force until it was replaced by King Christian's Norwegian Code in 1687.

2. Denmark and Norway (including Iceland) were under a single monarch from 1380 to 1814. Iceland remained part of the Danish realm until 1918 and became fully independent in 1944.

King Christian V's Danish Code of 1683⁶ replaced the old provincial laws, and King Christian V's very similar Norwegian Code of 1687 replaced King Magnus Lagabøte's Code of 1274. Neither Code was put into force in Iceland. The codes contained fragments of procedural law, rules on religion and the clergy, administrative provisions and maritime, patrimonial and penal rules. King Christian's Code consolidated much of the Danish law in force at that time and had traces of both Roman and canon law.

The authors of the Swedish Code from 1734 tried to retain what was useful of the old Swedish law, but the part dealing with commercial matters was influenced by Roman law. The Code extended to Finland, which was a part of Sweden until 1809. Finnish private law kept its original character under Russian rule, which ended in 1917 when Finland became independent.

A few provisions of the codes of 1683, 1687 and 1734 are still in force.

II Sources of Law

3. The Nordic laws form a family within the civil law system. Continental laws, and notably German law, have influenced the structures, methods of reasoning and terminology of the Nordic laws, but the Nordic laws have never been based on Roman law to the same extent as other continental laws. The Nordic laws have no civil codes and no separate commercial law, and several of the matters dealt with in the continental civil codes are either treated in statutes enacted by parliaments or in case law.

6. *Kong Christian den Femte's Danske Lov*, published and annotated by V.A. Secher, Copenhagen 1911; Ditlev Tamm, op. cit., note 3, 69.