International Lawyer

Volume 24 | Number 3 Article 20

1990

Book Reviews

BOOK REVIEWS

Remedies for Breach of Contract: A Comparative Account

By G.H. Treitel. Oxford: Clarendon Press, 1988, pp. xliv, 422, $45.00.

Professor G. H. Treitel's *Remedies for Breach of Contract* is a comparative study of the remedies for breach of contract found in the principal civil and common law jurisdictions today. Written in carefully measured prose, the book is a learned, detailed, and thorough doctrinal study. As with the author's contribution to the *International Encyclopedia of Comparative Law,*[1] the book exhibits not only the author's knowledge of the codes and doctrinal writings in the legal systems covered, but also his enviable ability to capture succinctly the similarities and differences in the contract remedies found in these systems. All this will come as no surprise to readers familiar with the writings of Professor Treitel, who is the Vinerian Professor of English Law at Oxford and who has written, inter alia, a magisterial treatise on the law of contracts.[2]

Unlike some of the more superficial "comparative law" or "foreign law" surveys published today, Professor Treitel carefully limits his discussion. The systems compared are those of France, the German-speaking countries, the United Kingdom, and the United States, with occasional references to other related systems (e.g., Quebec, South Africa). The author also comments briefly on the remedy provisions of the 1964 Uniform Law on the International Sale of Goods (ULIS) and the 1980 U.N. Convention on Contracts for the International Sale of Goods. Analysis of contract remedies in several legal systems of potential interest is thus omitted: the Dutch, Italian, and Scandinavian immediately come to mind—not to mention the Socialist and Third World countries. Even within

1. Treitel, *Remedies for Breach of Contract,* 7 INT'L ENCYC. COMP. L. ch. 16 (1976).
2. G. TREITEL, THE LAW OF CONTRACT (7th ed. 1987).

the legal systems studied the author limits his analysis to contracts governed by private law. Thus, he does not analyze remedies for breach of "public" contracts governed by administrative law.[3] While one may regret these omissions, the depth of the author's analysis of the systems and matters included is ample compensation.

Professor Treitel organizes the book by the different forms of remedy. Following a brief general introduction and an instructive discussion of the role of *fault*, he examines enforced performance, substitutionary relief, the defense of refusal to perform,[4] and termination of the contract. Discussion of the available remedies for breaches of specific types of contract, such as the contract for the sale of goods, is scattered among the different chapters.

The book will be of most interest to academics with some knowledge of the civil law and access to the cited codes and doctrinal writings. For these readers, Professor Treitel's refined analysis of both broad concepts (e.g., "relevance of fault to remedies": p. 6) and specific rules (e.g., the civil law rules on "price reduction": pp. 107–11) will illuminate both the familiar and unfamiliar. All the legal systems studied, for example, have provisions requiring a buyer to give notice of a defective tender of goods (pp. 140–41), but a comparison of these provisions demonstrates the broad scope and harsh consequences of the rule in section 2–607(3)(a) of the Uniform Commercial Code.[5] Whereas the civil law systems require notice only in case of delay in performance and use other techniques to deal with nonconforming performance, the Code requires notice for all types of breach. Moreover, unlike English law, the nonbreaching party who fails to give notice under the Code is barred not only from terminating the contract but also from recovering damages.[6]

Academic readers in the United States, where the rigorous treatise tradition is virtually dead, may balk at the author's exclusive focus on a doctrinal comparison of legal rules. There is virtually no attempt to explain doctrinal similarities or differences by reference to specific historical antecedents or to more general socioeconomic or ideological forces. The tools of economic analysis are not

3. For an illustration of the difficulty of comparing rules governing public contracts, see CONTRACT LAW TODAY: ANGLO-FRENCH COMPARISONS 252, 278–83, 296 (D. Harris & D. Tallon eds. 1989) (English and French law of remedies stated and compared).

4. Although the common law reader might be surprised to see a chapter on "the defense of refusal to perform" in a book on contract remedies, the defense is a distinct remedy (*exceptio non adimpleti contractus*) in the civil law systems. Professor Treitel demonstrates (pp. 312–13), moreover, that there are common law analogues.

5. U.C.C. § 2–607 (1987): "(3) Where a tender has been accepted (a) the buyer must within a reasonable time after he discovers or should have discovered any breach notify the seller of breach or be barred from any remedy . . . ."

6. The comparison of these notice provisions also leads the author to suggest (p. 241), in an uncharacteristic flight of speculation, that the source of the UCC provision can be traced to §§ 377–378 of the 1897 German Commercial Code—a speculation borne out by recent research. Reitz, *Against Notice: A Proposal to Restrict the Notice of Claims Rule in UCC § 2–607(3)(a)*, 73 CORNELL L. REV. 534, 535 n.4 (1988).

used: there are no references to Pareto optimality or to Kaldor-Hicks efficiency. Nor does the author appeal explicitly to notions of "fairness" or "justice," although he does occasionally state that one system's rule is preferable "as a matter of general principle" (e.g., pp. 348–49) and it turns out that these general principles approximate notions of "fairness" and even "efficiency."

Those academic readers who object to this neglect of nondoctrinal explanations will discover, however, that Professor Treitel's detailed doctrinal discussion is an essential starting place for these other modes of explanation. An author seeking to explain, for example, why it is efficient for one country to rank specific performance as the principal remedy and for another to consider specific performance available only in exceptional circumstances will find Professor Treitel's analysis (pp. 43–74) provides the doctrinal context in which these rankings are made. Only by understanding the French distinction between obligations "to do" (*de faire ou de ne pas faire*) and "to transfer" (*de donner*), or how *astreintes* are used to enforce performance, will such an author be able to explain accurately how enforced performance in the French system operates, let alone how it compares with enforced performance in other systems.[7]

While the book thus has much to offer the more knowledgeable reader, a casual reader with little knowledge of foreign legal systems will find the book heavy going. There is no introduction to the structure of the different Codes, to the civil law concept of *obligation,* or to mechanics for obtaining and enforcing judgments. The texts of the cited Code articles are not reproduced in either the original language version or in English translation. Organization of the book by form of remedy means, moreover, that a reader interested in the remedial options available for breach of a particular type of contract, such as a lease of goods, will nowhere find these options summarized.

Heavy going or not, attorneys whose clients frequently enter into contracts with foreign enterprises will find the introductory sections of each chapter and subchapter provide a useful orientation to the range of contract remedies available in different jurisdictions. The need for such an orientation will become increasingly important as the U.N. Sales Convention becomes applicable to more and more contracts. An attorney trained in the common law who has knowledge of civil law remedies will recognize the Convention's modifications to national law "sources" and will be in a better position to assess interpretations urged by persons from other legal systems. Although the Convention adopts, for example, the German concept of *Nachfrist,* the Convention's formula differs from the German concept in several important respects (pp. 338–39) and inter-

7. To date, most "law and economics" studies written in the United States have ignored the possibility of testing their conclusions about the relative efficiency of contract remedies by comparison with non-Anglo-American legal systems. For one of the very few comparative studies, see Bishop, *The Choice of Remedy for Breach of Contract,* 14 J. LEGAL STUD. 299 (1985) (comparison of English and French law).

pretations relying on the German law should therefore be treated with great caution. In addition to this general orientation, Professor Treitel analyzes the Convention's remedial provisions in their own right. While this analysis is insightful, it is necessarily abbreviated and a reader searching for answers to specific questions will need to consult the growing number of specialized treatises.[8]

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Die Multilaterale Investitions-Garantie Agentur: Kommentar zum MIGA-Übereinkommen [The Multilateral Investment Guarantee Agency: A Commentary on the MIGA-Convention]

By Carsten Thomas Ebenroth and Joachim Karl. Heidelberg: Verlag Recht und Wirtschaft GmbH, 1989, pp. 453, DM 240.00 ($149.00).

For American lawyers with a practice in the field of foreign investments, the Multilateral Investment Guarantee Agency (MIGA) is an institution of substantial potential importance. One has to say "potential" because the institution has not yet had time to demonstrate how much demand for its services it can generate. Academic observers of international organizations will also find MIGA of interest because of its unique functions and special structural features. Thus, Ebenroth's and Karl's thorough and scholarly review is welcome news at this pivotal point in MIGA's development. As with other important books, one regrets that the limited linguistic skills of so many American international lawyers will keep them from using this book because it is in German. They will in effect be restricted to use of the commentary by Ibrahim Shihata, which has both the advantages and disadvantages of being written by one who was "present at the creation."[1]

Ebenroth and Karl have given their book the standard German format for works on codes or statutes. The authors' comments are arranged under the

8. *See* COMMENTARY ON THE INTERNATIONAL SALES LAW: THE 1980 VIENNA SALES CONVENTION (C. Bianca & M. Bonell eds. 1987); J. HONNOLD, UNIFORM LAW FOR INTERNATIONAL SALES UNDER THE 1980 UNITED NATIONS CONVENTION (1982); P. SCHLECHTRIEM, UNIFORM SALES LAW: THE UN-CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (1986).

1. Jones & Schildhaus, Book Review, 23 INT'L LAW. 769 (1989) (reviewing I. SHIHATA, MIGA AND FOREIGN INVESTMENT (1988)).

corresponding black letter of the Convention's articles, a format familiar to American users of the Restatements. For one who understands the Convention, this format makes it easy to find the authors' corresponding comments. The format, however, has a Procrustean tendency in that the authors almost inevitably spend time on provisions that hold very little interest for the practitioner. For example, several pages cover the meaning of articles 51 to 54 on withdrawal from, or suspension of, a state's membership in MIGA, information that is not likely to affect the investor seeking insurance. At the same time, the format probably leads the authors to treat lightly important material that cannot be assigned to a particular heading. One would, for example, have appreciated an elaboration of the authors' views on the likelihood that MIGA will obtain a substantial amount of insurance business and thus make a major impact on the flow of investment to developing countries. Finally, the section-by-section approach tends to muffle the authors' more striking and innovative suggestions.

Examination of the footnotes and of the bibliography reveals that the authors have made use of an extensive array of sources in both German and English, as well as a sprinkling of French writings. What an American lawyer will miss is use of the materials arising from the operation of successive U.S. investment guarantee organizations, currently the Overseas Private Investment Corporation (OPIC). The draft Operational Regulations prepared by MIGA, which are reprinted as Annex II of the Commentary, contain interesting footnotes that refer to practices of the eleven major national insurance programs. Nevertheless, the reader is left without a comprehensive view by the authors as to what can be learned from the fortunes of the individual national agencies. I would not claim more efficacy for the American version. I can assert, however, that between the extensive congressional hearings on the successive renewal statutes and the arbitrations between OPIC and its insured investors, the program has generated more accessible official data than any other. The secondary literature about OPIC is, correspondingly, richer than that about its counterparts.[2]

One key issue that illustrates the authors' approach is the definition of an "expropriation" against which MIGA will provide insurance. Article 11(a)(ii) provides a definition of those actions against which MIGA "may" provide guarantees. Paragraphs 1.29 to 1.41 of the draft Operational Regulations (Annex II) indicated the extent to which the Agency intended to exercise that power. After the book was written, MIGA made public a standard form of guarantee contract that incorporated the General Terms and Conditions for Equity Investment. Article 8 of the General Terms and Conditions contains an extensive definition of "expropriation."[3]

2. Much of the OPIC material, as well as data on other programs, is gathered in T. MERON, INVESTMENT INSURANCE IN INTERNATIONAL LAW (1976).

3. Documents, 4 ICSID REV.-FOREIGN INV. L.J. 104, 116 (1989).

The authors (at pp. 115–211) skillfully summarize the question, hotly debated in international law circles, as to what events constitute an expropriation under customary international rules. Now that MIGA has forged its own definition, the public international law issue is of secondary significance. One purpose of such guarantees is to relieve the investor of the risk of what adjudicators, if the investor is lucky enough to find any with jurisdiction, will say about the customary international law rule. The investor can obtain a contract providing for payment upon occurrence of the event defined in the contract. Variations in contract definitions of "expropriation," while not interesting as a matter of general theory, are critical to the resolution of specific cases. Thus, it is interesting to observe the rather minute ways in which the MIGA definition differs from the standard OPIC clause.[4] It would also be interesting to compare the MIGA definition with the German counterpart (p. 121), which is not available to this reviewer.

In conclusion, the authors' organizational and scholarly accomplishments recommend their book to those who combine a capacity to read German with an interest in the subject matter. It will be a highly useful resource in the early years of MIGA's functioning, before administrative and contracting practice (and possibly arbitrations) build up to the point where a new edition will become a necessity.

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The Constitution of the Federal Republic of Germany—Essays on the Basic Rights and Principles of the Basic Law with a Translation of the Basic Law

Edited by Ulrich Karpen. Baden-Baden: Nomos Verlagsgesellschaft, 1988, pp. 314, DM 59.00 ($36.50).

Unification of Germany has suddenly become a subject of lively discussion: What role should the United States play in the event?[1] What will the new German state look like? This book of essays, while not written to answer those questions,

4. The then current OPIC contract clause was reproduced in H. STEINER & D. VAGTS, TRANSNATIONAL LEGAL PROBLEMS 543–44 (3d ed. 1986), and an earlier version at p. 353 of the first edition of 1968. Case law on earlier versions of the clause can be found through Koven, *Expropriation and the "Jurisprudence" of OPIC*, 22 HARV. INT'L L.J.. 269 (1981).

1. For more than thirty-five years the United States has been obligated by international treaty to support German reunification.

nevertheless has a place in today's discussion. Written by a group of leading German constitutional law scholars, this collection is intended by its authors to be an introduction to West German constitutional law for non-German speakers. While the book does not talk about what a united German state will look like—it was, after all, published before the current discussion arose—the constitution of the future German state will almost certainly draw heavily on the present West German Constitution, if not simply adopt it in its entirety. The book thus gives an indication of what the future holds.

The book consists of eleven essays on different aspects of German constitutional law and conveniently appends a complete translation of the constitution, known as the "Basic Law."[2] The choice of topics follows that of similar works designed for German readers and includes chapters on basic rights, federalism, governmental organization, rule of law, and principles of social justice. Lacking from this work, but found in similar German-language introductions, is a chapter relating the West German constitutional order to the European Community and to international law generally. German unification and increased European integration would make such a chapter a highly desirable feature of a second edition. Many American readers would also surely appreciate a full chapter devoted to the German Constitutional Court, which would confirm that the written German constitutional law really does control the law in practice.[3]

The book includes three essays by Professor Karpen, entitled "Freedom of Expression," "Rule of Law," and "Federalism." It also includes the following essays: "An Introduction to the Basic Law of the Federal Republic of Germany" by Professor Dürig; "The Special Character of the Constitution of the Federal Republic of Germany as a Free Democratic Basic Order" by Professor Doehring; "Fundamental Constitutional Rights: Content, Meaning and General Doctrines" by Professor Goerlich; "Equality" by Professor Würtenberger; "The Rights to Property" by Professor Schuppert; "Petitions to Parliament" by Professor Graf Vitzthum; "The Parliamentary Democracy" by Professors Klein and Giegerich; and "The Principle of Social Justice" by Professor Kunig. Each essay includes suggestions for further reading, but regrettably, since the book is aimed at a monolingual audience, the authors recommend mostly German-language materials.

The essays themselves are competent expositions of their individual themes. In keeping with their design as basic introductions to the uninitiated, they do not dwell on comparisons and often merely introduce topics for further consideration and discussion. Nevertheless, the essays furnish a reliable guide and accurately

2. The West German constitution is known as the "Basic Law." When adopted it was considered a provisional law to be in force pending adoption of a constitution for all of Germany.

3. Space could be saved by deleting the chapter on the right to petition parliament. While the topic is no doubt interesting, one has to wonder why it was selected as one of the eleven chapters in the book. Leading German-language introductions to German constitutional law give it only a paragraph or two.

portray West Germany as a smoothly functioning constitutional order firmly settled in the European tradition of the rule of law.

The essays on government organization and on protection against the state will seem familiar to most American readers. Less familiar, and perhaps therefore more interesting to many readers, will be those essays dealing with the social side of German constitutional law, in particular Professor Kunig's essay "The Principle of Social Justice" and Professor Schuppert's essay "The Rights to Property." Professor Kunig describes the development of a principle of "social justice," which he explains exists not to have an independent role to create rights, but rather to fill a subsidiary role as a means to assist interpretation of individual basic rights. The practical fallout of this principle is perhaps most clearly seen in the guarantee of property discussed in Professor Schuppert's essay. The property guarantee of the Basic Law, article 14, also provides that "Property imposes duties. Its use also should serve the public weal."[4] This limitation has been used, among other things, to support German codetermination laws granting employees rights to participate in the supervision of company management.

American readers are also likely to find Professor Karpen's essay "Federalism" of particular interest. This essay sets forth a comparative perspective on American federalism. Moreover, the discussion of West German federalism is relevant to the future German state. West Germany consists of eleven states. East Germany is likely to become part of West Germany, not as the single, centralized state that it was under the Communists, but as several states having historical roots. West German federalism will offer East Germans the regional independence they have been denied.[5] Thus, the East Germans' concerns that East Germany could be swallowed up and controlled by West Germany should be laid to rest.

The editor's fear that the book might not be entirely understandable because it was composed without the assistance of native English speakers has not been realized. Occasional lapses in the English affect only the fluency of the text and not its comprehension. Comprehension difficulties that an American reader is likely to encounter are more apt to arise because much of what is presented is, quite understandably, presented in a German style of exposition and uses German concepts that are not all familiar to American readers.

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4. GRUNDGESETZ [GG] art. 14 (W. Ger.).

5. Following some lively discussion, both East and West German Governments announced preference for unification by admitting new states to West Germany under article 23 rather than putting the present Basic Law out of force and adopting a new constitution. *See* Fromm, *Der sanfte Weg zur Einheit Deutschlands führt über die Länder, Der Artikel 23 des Grundgesetzes*, Frankfurter Allgemeine Zeitung, Feb. 15, 1990, at 6, col. 4 (early article 23 proposal).

Introduction to Greek Law

Edited by K.D. Kerameus and P.J. Kozyris. Deventer, The Netherlands: Kluwer/Sakkoulas, 1988, pp. 390, U.S. $42.00, U.K. £69.50, Dfl. 144.

This work features eighteen well-written chapters on Greek law by twelve different authors. The English work is clearly the only comprehensive introduction to Greek law, and the authors are experienced in their respective fields. Each chapter contains a useful bibliography of books in English, French, and German, which enables the reader to obtain additional information.

The first chapter outlines the historical development of Greek law. Professor Yiannopoulos, a distinguished Greek professor who now teaches at Tulane Law School, wrote this and other chapters. Chapter 2 discusses the sources and material of Greek law. Here the author notes that article 28 of the Greek Constitution provides that the "generally accepted" rules of international law as well as international treaties ratified by Greece are an integral part of Greek law and that they prevail over any contrary rule. Hence, the generally accepted rules of international law constitute a direct source of internal law, while the international treaties are an indirect source, since the latter become part of Greek law only after ratification. The author discusses also the interaction of European Community law (treaties, annexes, and protocols as well as second EC legislation) in Greece. Chapter 3 reviews constitutional and administrative law. In particular, the interaction of the constitution and international law, especially in the EC, are discussed. The structure and distribution of state power, the main organs of state and the administration, and the control of public administration and judicial review are highlighted. Additionally, human rights are discussed. In particular, the author notes that Greece has ratified the European Convention on the Protection of Human Rights as well as the protocols 1, 2, 3, 5, and 7.

Chapter 4 discusses the general principles of the civil law and the influence of the German Civil Code on its Greek counterpart. The discussion of the civil code is useful because reference is made specifically to the various sections of the code and a detailed bibliography enables the reader to obtain further information. Thereafter, the structure of the Greek Civil Code is followed by chapters discussing the law of obligations, property, regional and urban planning, zoning, family law, and the law of succession.

Chapters 10 to 12 cover the Greek Commercial Code, and various subdivisions therein, such as bankruptcy law, commercial paper, industrial property, intellectual property, antitrust law, banking law, private insurance law, company law, and admiralty and private maritime law. In the area of admiralty and maritime law many European firms have established offices in Greece to take advantage of the large number of vessels using Greece and, hence, the rich source of legal work in Greece. Chapter 14 deals with social insurance law, while

chapter 15 discusses judicial organization and civil procedure. The chapter on civil procedure notes the intensely belligerent image of Greek advocacy due to the comparatively low level of court costs and attorneys' fees that contribute to an attitude biased against conciliation. At the end of the chapter a useful three-page bibliographical note follows.

Chapter 16 discusses conflicts of laws, Greek nationality law, international jurisdiction and recognition, and enforcement of judgments and awards. The chapter should be helpful for persons engaged in transnational litigation involving Greece. In chapter 17 tax law and investment incentives are discussed. Unfortunately, the chapter is quite brief on the subject of the Greek tax treaties. Chapter 18 by Professor Dionysios D. Spinellis discusses both substantive and procedural criminal law. The ability of the civil claimant to participate in criminal proceedings is covered.

Many of the authors have taught or practiced, or both, in the United States or outside of Greece. They provide an accurate cultural context for the explanations of Greek law. The book is well integrated and is an excellent and invaluable tool for a foreign person who needs a brief introduction to the Greek legal system.

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International Sports Law

By James A.R. Nafziger. Dobbs Ferry, New York: Transnational Publishers, Inc., 1988, pp. xiv, 250, $45.00.

The increasing importance of sports correlates with a worldwide trend towards professionalization, commercialization, internationalization, and politicization. Sports are no longer a purely private matter. To the contrary, sports are an essential part of public life. The subjects of sports law are as varied as the sports-related problems that may arise. Issues range from traditional areas, like damages, to new areas that evolve because of the aforementioned trends, in particular the trend of internationalization.

James A.R. Nafziger, well-known author in the field of international sports law, pays attention to the relationship between law and international sports activities. International sports law is quite a new field of law.[1]

1. *See, e.g.*, DIE EINBINDUNG NATIONALEN SPORTRECHTS IN INTERNATIONALE BEZÜGE (D. Reuter ed. 1987); SPORT UND RECHT IN EUROPA (M. Will ed. 1988); AUF DEM WEGE ZU EINEM EURO-

Nafziger defines the term "international sports law" as a more or less distinctive body of rules, principles, and procedures that govern the political and social consequences of transnational sports activity. He takes the view that there is an international sports law based on provisions of international agreements; international custom, evidenced by a general practice accepted as law; general principles; and subsidiary sources such as judicial decisions and scholarly writings. Accordingly, international sports law is largely uncodified.

This understanding takes the politico-legal dimensions and consequences of international sports into account, but does not consider important economic and social aspects usually covered by national law. International, as well as national, sports create many problems to be solved by national law. For example, the interdependency of national law made by the states and international sports law made by the International Olympic Committee (IOC) and the International Sports Federations (ISFs) is evidenced by the case of Ben Johnson, the disqualified winner of the 100-meter sprint at the 1988 Olympic Games in Seoul. Therefore, a more realistic definition of international sports law must include national legal norms with international references. The crucial question is the priority of the different legal norms that govern international sports. In this connection it is worth discussing whether the IOC's rules and practices really have become customary in the global legal system. Skepticism is advisable.

As a prologue, Nafziger offers a brief historical perspective of international sports competition, in particular the ancient and modern Olympic Games (chapter II). Chapter III defines the institutional and legal framework for international sports competition, focusing on the so-called "Olympic Movement" under the leadership of the IOC. (At present, the IOC framework includes twenty-nine Olympic ISFs and eleven Recognized ISFs). According to Nafziger, the "Olympic Movement" is a sort of chosen agent for the international legal order, and the IOC has an international legal personality. This viewpoint is controversial as are the legal effects of the Olympic Rules.[2] Chapter IV summarizes the general characteristics and shared goals of sports competition.

Chapters V–VII form a central part of the book, dealing with the ambivalent relation between sports and politics. Sports have often been used—or misused—as an instrument of foreign policy. Using the United States as an example, Nafziger gives an overview of the political dimensions and implications of sports. Chapter VI discusses seven national uses or policy objectives of sports. Nafziger believes that sports are used to provoke conflict, to promote international cooperation, to acquire prestige, to enhance human rights, to convey or

PÄISCHEN SPORTRECHT (M. Will ed. 1989); Vedder, *The International Olympic Committee: An Advanced Non-Governmental Organization and the International Law*, 27 GER. Y.B. INT'L L. 233 (1984).

2. *See* Troeger & Vedder, *Rechtsqualität der IOC-Zulassungsregel—Anspruch und Wirklichkeit*, in DIE EINBINDUNG DES NATIONALEN SPORTRECHTS IN INTERNATIONALE BEZÜGE 1, 6 (D. Reuter ed. 1984).

confirm diplomatic recognition or nonrecognition of states, to provide propaganda, and to register protest. The examples given illustrate the problem, but one might argue with some of the factual representations of the sport-historical aspects.[3] Nafziger comes to the following conclusion: The official use of sports to provoke conflict is generally illegal, whereas its use to promote international cooperation is commendable, and its use to acquire prestige normally is permissible. With certain exceptions Nafziger supports the use of sports to enhance human rights within the United Nations framework and accepts the peaceful use of sports as a basis for diplomatic recognition. Whether the use of sports for purposes of protest or propaganda is legal or illegal depends on a case-by-case, contextual analysis. Chapter VII focuses on the issues specifically related to boycotts, a political phenomenon that has loomed particularly large and ominous in international sports relations. Nafziger concludes, in view of human rights issues, that boycotts against competitors and competitions to combat apartheid and other forms of official racism are generally acceptable under international law. This position does not adequately take into consideration the individual rights of the athletes and their long-standing efforts and privations.

Important social issues of "amateurism," drugs and blood transfusions (doping), commercialism, discrimination; and taxation are the subjects of chapter VIII. The reader may find valuable the information on the historical and actual background of these issues, including the relevant judicial decisions. Finally, in chapter IX, Nafziger pays tribute to the fact that the efficacy of international sports law relies heavily on cooperation and implementation by governments. His discussion of the Amateur Sports Act of 1978[4] is of particular interest to foreign lawyers who wish to compare their national law with the legislation of the United States. Comparative law is an efficient instrument to clarify the harmonies and differences of the national legislation and judicial decisions in the various countries, a step toward harmonizing sports law. The subjects of international sports law are a fascinating challenge for sports lawyers all over the world. To inspire and coordinate the necessary research work, an international association of sports lawyers should be founded in the foreseeable future.

In conclusion, this is a very fine book, which deserves a wide readership. Bearing in mind the dynamics of national and international sports law, a second edition will confirm the success this book undoubtedly deserves.

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3. The reviewer thanks Andreas Krumpholz, Bonn, for his valuable hints as to boycotts in international sports.

4. 36 U.S.C. §§ 371–96 (1982).