

## <<合同法概论>>

### 图书基本信息

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## <<合同法概论>>

### 内容概要

本书按照我国《合同法》的基本原则及法条顺序，以中英文对照的编写方式，对合同法基本制度（总则部分）的知识点进行了系统化阐述。

全书共8章，内容包括：合同法概述、合同的订立、合同的效力、合同的履行、合同的变更和转让、合同权利义务的终止、合同的解释、违约责任。

每章分为三部分。

“本章内容提要”对本章的知识要点进行了概括性介绍。

“英文阅读”部分整理了本章所涉合同法相关知识点的海量原版英文阅读材料。

“内容解析”部分对本章涉及的知识要点进行了中英文双语解析。

本书是一本合同法双语学习教材，也是一本不错的法律英语学习读物，有助于读者学习合同法相关知识，提升法律英语水平。

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### 作者简介

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曾于1999年9月至2000年7月在司法部举办的涉外法律人才培训班学习，并于2005年8月至2006年2月到澳大利亚南澳大学进修。

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版权页：（a）The duty of loyalty in forming the contract. The parties should engage in the making of their contract out of good will. They shall not, under the disguise of forming a contract, viciously conduct negotiations with the other party in order to cause losses to the other party. For example, they are not to negotiate with the other party in order to prevent that party from forming a contract with a third party;（b）The duty of honesty and non-deception. The parties should truthfully state to each other the defects and qualities of their products and may not otherwise seek to deceive the other party. The parties should also, at the same time, state to each other certain important facts, such as their financial situation, their abilities（or the lack thereof）to perform, and so on. On the whole, they should be faithful to the facts and should not make any false statements. If they intentionally conceal important facts or provide false information in connection with contract formation, thus causing losses to the other party, they must be liable for damages;（c）The duty to keep promises. During their negotiations, parties should strictly keep their promises. When a party sends out an offer, it should be prepared to be bound by the offer. After the offer reaches the offeree and the offeree reasonably relies on the offer, if the offeror by canceling its offer causes damage to the offeree, the offeror should bear liability for such damage. If the contract is to be formed by telegram, facsimile or other similar means, and one party demands the signing of a confirmation letter before the contract is formed, the other party should agree. But where the parties have formed a preliminary agreement or where one party has made a promise that has caused reasonable reliance by the other party, if the party who requests the signing of a confirmation letter eventually fails to accept the offer, it should, by implication, pay for the other party's reliance damages;（d）The duty of confidentiality. The contracting parties must not reveal or improperly use commercial secrets they have learned during the process of contract formation, whether or not the contract is actually formed or becomes effective. Otherwise, they shall pay damages to the injured party for its losses resulting therefrom.

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### 编辑推荐

《合同法双语教材:合同法概论(双语)》为了帮助读者克服阅读全英文内容的畏难心理,增强学习的自信心,并可以帮助读者正确理解每个章节、每个段落的内容,作者在每章英文文本之后,用中英文对每章内容进行了相对详细的解析。

需要提醒读者的是,中英文的内容解析中的中文不都是对相应英文内容的翻译,而是对内容的解释。有的英文内容作者如果认为读者可以很容易理解,就省略了中文说明。



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