

1. Record Nr.	UNINA9910787767903321
Autore	Morgan Jonathan (Jonathan Edward)
Titolo	Contract law minimalism : a formalist restatement of commercial contract law // Jonathan Morgan, Corpus Christi College, Cambridge [[electronic resource]]
Pubbl/distr/stampa	Cambridge : , : Cambridge University Press, , 2013
ISBN	1-107-46073-5 1-139-89087-5 1-107-45901-X 1-107-47190-7 1-107-46480-3 1-107-46827-2 1-139-10817-4
Descrizione fisica	1 online resource (xxiii, 289 pages) : digital, PDF file(s)
Collana	Law in context
Classificazione	LAW021000
Disciplina	346.02/2
Soggetti	Contracts Commercial law Contracts - Philosophy
Lingua di pubblicazione	Inglese
Formato	Materiale a stampa
Livello bibliografico	Monografia
Note generali	Title from publisher's bibliographic system (viewed on 05 Oct 2015).
Nota di bibliografia	Includes bibliographical references and index.
Nota di contenuto	Does instrumentalism "fit" contract law? -- Justifying the instrumental approach -- Critique of neoclassical law and economics -- Relational contracting : trust, business, and law -- Extra-legal norms : the irrelevance of the law (of contract)? -- Defining contract law minimalism, or the "new formalism" -- Against regulation through contract law -- The limited capacity of contract law -- What business wants : evidence from the "markets for law" -- A formalist restatement of commercial contract law.
Sommario/riassunto	Commercial contract law is in every sense optional given the choice between legal systems and law and arbitration. Its 'doctrines' are in fact virtually all default rules. Contract Law Minimalism advances the thesis that commercial parties prefer a minimalist law that sets out to enforce what they have decided - but does nothing else. The limited capacity of

the legal process is the key to this 'minimalist' stance. This book considers evidence that such minimalism is indeed what commercial parties choose to govern their transactions. It critically engages with alternative schools of thought, that call for active regulation of contracts to promote either economic efficiency or the trust and co-operation necessary for 'relational contracting'. The book also necessarily argues against the view that private law should be understood non-instrumentally (whether through promissory morality, corrective justice, taxonomic rationality, or otherwise). It sketches a restatement of English contract law in line with the thesis.
