

Editorial

Testing the Central Role of Contract Law

The contributions in this issue of our Journal were, as in most issues, not intentionally put together but as a result of circumstances and review procedures. Nevertheless, the combination of these articles does once more, as in many other issues of our journal, show the central role of contract law. It equally shows that contracts are as well necessary and indispensable as insufficient and incomplete, a characteristic they share with property. An interesting aspect of the fortuitous collection of articles in this issue is that it provides a nice illustration of the interrelationship between contracts or contract law and other disciplines. Most of them also deal with external aspects of contracts and contract law rules: effects they have on other contracts, on tort and enrichment law, on property. Harald Anderssen discusses the duty of disclosure in insurance contracts, an instrument clearly important not only for balancing the interests of the parties to the contract, but also to enable an insurance market. Stéphanie van Gulijk discusses how networks of contracts are incorporated in contract practice in the building services sector. In Marco Botta's article on the effects of 'passing on' in competition law, downstream contracts influence the standing of upstream parties in tort law. And although trust acts are not contracts in a strict sense, Luca Perriello's article on sham trusts nevertheless also deals with external effects of juridical acts and how they enable third parties to disregard the constructions created by the parties. Jorge Castiñeira's article on Change of circumstances may be dealing more with pure contract law, nevertheless as the circumstances must be external to the parties, it is the external world that plays a central role in the justification of the adaptation of the contract. When we turn to the book reviews, one of them moreover deals with Alberto de Franceschi's book on the relationship between contract law and the digital single market. Not so much seems left of Grant Gilmore's famous prediction that contract would be reabsorbed in the mainstream of tort. But let the reader judge!

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