



The Draft Common Frame of Reference:
national and comparative perspectives

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PREFACE

The Draft Common Frame of Reference is the remarkable result of the long-standing efforts of the Study Group on a European Civil Code (the ‘Study Group’) on the one hand and the Research Group on Existing EC Private Law (the ‘Acquis Group’). Together with the comments, the Outline Edition of the DCFR is a most precious basis for the further development of European Private law.

The DCFR has received much academic, political and legal attention throughout Europe. Therefore, the undersigning editors of the book – all members of the Departments of Private and Economic Law of the University of Leuven – were convinced that the finalization of the Draft Common Frame of Reference should not pass without a thorough debate on its starting points and principles in relation to Belgian law. An international conference, largely attended by both legal practitioners and scholars, was organized in Kortrijk at 10–11 June 2010. This book bundles the written reports of this conference, together with other contributions which were submitted by mainly young legal scholars.

The aim of the conference was twofold. First of all, an academic involved in the drafting of the DCFR gives a presentation of a chapter of the DCFR, which provides the readers an overview of the general starting points and main provisions of the DCFR. Secondly, a Belgian scholar presents his view on the reconciliation between the DCFR and Belgian law. We were truly honoured to host such exceptional group of authoritative scholars in European private law, and we are grateful for the time and energy they invested to make this conference successful. Apart from the authors of contributions in this book, our gratitude is also directed towards the colleagues who have chaired the sessions of this conference: Prof. dr. G. Straetmans (University of Antwerp), Prof. dr. E. Hondius (University of Utrecht), Prof. dr. S. Van Erp (University of Maastricht) and Prof. dr. A. Verbeke (University of Leuven, KULeuven)

The conference was organized in the Kortrijk Campus of the University of Leuven. Kortrijk is situated ten kilometres east of the French border, five kilometres north of the language border in Belgium, and one hour by train from London. Geographically situated at a crossroad in Europe, Kortrijk is well placed to host such an international conference.

It should be noted, in reading the contributions, that the authors of the contributions were asked to stick to the outline edition of the Draft Common Frame of Reference. Except for one contribution, the authors could not take into account the optional instrument which aims to introduce “a common European Sales Law to facilitate cross-border transactions in the single market”. Thus, this book genuinely analyses the values and weaknesses of the DCFR, and of its relation to Belgian law, only taking into account the legal feasibility of the DCFR-rules and making abstraction of its political implementation.

Finally, we have to express our gratitude towards our partners, who have enabled us – not only financially – to organize such nice conference: KULeuven KULAK, the Ius Commune Research School, Interreg-Projects.

We modestly hope that this book will be a small step towards the common understanding in European Private Law.

Vincent Sagaert
Matthias Storme
Evelyne Terryn

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