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### On Notice



**SBL**

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of the International Bar Association

*Liberalisation of services on a world-wide basis*

On a report from former *Bâtonnier* Robert Boccart of Brussels, the Session resolved to ask the Commission of the European Communities, in the course of the negotiations in GATT on freedom of services including legal consultation, to take into account the need for reciprocity and the principle that a foreign lawyer should observe the standards of professional conduct applying in the country where he carries on his activities.

*Lawyers' professional identity card*

The national Bars and Law Societies distribute, according to their own arrangements, the 'European passport' published by the CCBE, which permits access to courts as well as to prisons and various public authorities in most member states of the Community, in favour of lawyers from one member state availing themselves of the freedom to render services in another member state, in accordance with the Directive of 22 March 1977 and the implementing legislation now in force in all Member States except Greece.

The identity card has been recognised by the Court of Justice of the European Communities as a document evidencing that the holder has a status of lawyer.

CCBE Press Release.



**UK Onshore Oil and Gas Law**

John R Salter  
Sweet & Maxwell, London, 1986.  
505 pages, hardback. £80.00 (UK).

*Companion volume*

This book is a companion volume to the well-known looseleaf work by Daintith and Willoughby, *United Kingdom Oil and Gas Law*, now in its second edition, and is intended to be read in conjunction with it. This means that material in Daintith and Willoughby is not duplicated to any appreciable degree, so that if you already have that work, you can rest assured that you are not wasting money

buying this one. On the other hand, if you are thinking of buying this book, you will find that in some areas the detail you may be seeking is contained in Daintith and Willoughby, eg concerning tax and financial matters (chapter 9) or control by licence under the Petroleum (Production) Act 1934 (chapter 3).

*Scope*

The book deals with the ways in which oil and gas exploration, appraisal and production are controlled landward of low water mark in the United Kingdom. Hence, no attempt is made to cover other phases of the industry, such as refining and marketing, and oil shale exploration and production is also excluded.

*Content*

The book begins with an introductory chapter on the history of exploration and production and the legal structure related to it. In fact, this sets the style for the whole book, which is that of a reference work for practitioners, rather than of an academic or student work. We are told briefly in chapter 1 what changes took place, without any account of the thinking which lead to them. Chapter 2 is an interesting account of the technical processes involved. It is, perhaps, the sole chapter in the book aimed exclusively at the real newcomer to exploration and production. Although all the others contain great detail, there is a sparsity of introductory information and analysis for the uninitiated; this is why I would describe the book as very largely a reference work. If you gave it to the new assistant in the office to read from start to finish as a way of introducing him to the subject, he would find it heavy going. On the other hand, if you want the answers to specific questions, and you want to know what precedents there are, you will most likely find them here.

The analysis is broken down into the different procedures and documents used to achieve public authority control of the operations and the resolution of the conflicting interests involved. After brief chapters on the licence and the non-planning legislative controls, the core of the work comes in chapters 5 and 6, where planning and related legislation, and the conditions which may be imposed pursuant thereto, are examined in detail. It is here that Mr Salter seems most at home, and where his enormous experience and painstaking research are displayed to best advantage. Particularly in chapter 6, extensive quotation from previous

conditions is used to bring the subject to life for the reader. There then follow three brief chapters on agreements, compulsory rights orders and tax and financial matters.

You may well ask, is that all? No, it certainly is not. That accounts for just 134 pages. There follows 338 pages of selectively annotated statutes, statutory instruments, precedents and other material such as Circulars of Government Departments — the very stuff of the subject. There is an increasing trend in publishing today to sell paper to pad out a slim text, but I do not think we have a case of this here. Much of the material would not be easy to get hold of the moment you find you need it, and even practitioners in the field, who should have such papers, will find the selective notes useful. Of course, once you have decided to reprint such material, you have to do a comprehensive job, and that explains the size of this part of the work. The book comes complete with bibliography, index and the usual tables.

*Conclusion*

Together with Daintith and Willoughby, Mr Salter's excellent book forms an encyclopaedia of UK exploration and production law for oil and gas. He is to be greatly congratulated on producing such a detailed and exhaustively researched work. Any lawyer working in the onshore field will find it of great value.

David Abecassis

\*Mr Salter is a contributor to *United Kingdom Oil and Gas Law*, edited by Daintith and Willoughby, and it is understood that material updating the on-shore book will be contained in the looseleaf *United Kingdom Oil and Gas Law*.

**FIDIC Conditions of Contract — A Commercial Manual**

Brian Meopham  
Contract Advisory Services Ltd.  
Waterlow Practitioner's Library. £30.00.

The FIDIC Conditions of Contract (International) for Works of Civil Engineering Construction (the 'Conditions') are the most widely-used standard form of contract in the field of international construction. As its title implies, Brian Meopham's recent book provides a practical clause-by-clause commentary and guide to the Conditions, as well as precedents of contractual letters and forms for use in implementing the Conditions.

Though described as 'international', the Conditions derive from, and remain

closely modelled on, a form of conditions of contract used for civil engineering work in England: the Conditions of Contract of the English Institution of Civil Engineers (the 'ICE Conditions'). Not surprisingly, therefore, most of the commentators on the Conditions to date have been English lawyers or civil engineers. Mr Meopham's book is another English commentary and, as such, reflects both the advantages and, to a non-English reader, limitations that are inherent in an English approach to this purportedly 'international' contract. Such an approach is advantageous because, among other things, an English commentator can draw readily on a wealth of case law and practice in relation to the ICE Conditions and other English forms of construction contract. Such an approach has limitations for a non-English reader, however, because of an understandable English tendency to underestimate the differences between conditions for construction contracting in the United Kingdom and those prevailing in the rest of the world and to assume that the reader either will be English or at least conversant with the standard forms of construction contract used in England. Mr Meopham's book presents both these advantages and these limitations.

As regards advantages, his book draws usefully on practice under the ICE Conditions. Indeed, Mr Meopham's book is an adaptation of another 'commercial manual' he has written in relation to the ICE Conditions.\*

As regards limitations, it will be recalled that the Conditions incorporate the English contract system under which important administrative and

quasi-judicial powers are conferred on the engineer who acts on the employer's behalf. This contract system is virtually unknown in domestic practice outside the United Kingdom, the former British colonies and the United States. Nevertheless, Mr Meopham makes no attempt to compare or consider this system in relation to the very different contract systems employed in continental Europe (eg the French system involving a *maître d'oeuvre*), French-speaking Africa and many other parts of the world. Given the lack of such a comparison, this book may not be very helpful to readers from continental Europe, for example, because it may not permit them to obtain a clear grasp of how the Conditions operate. A further limitation is Mr Meopham's frequent 'blind' or unexplained references to clauses of the ICE Conditions, which are likely to be meaningless to most non-English readers.

While this book should be of practical value to engineers and contractors familiar with English contract practice, its interest as a work for lawyers will be more limited. It contains little legal analysis or explanation of contract clauses (the contract clause commentary is sometimes less an explanation than a paraphrase, eg in the case of clauses 34 and 65) and includes inaccuracies on legal subjects. For example, it is not correct to state that, under the Rules of the ICC Court of Arbitration (the 'ICC Rules'), two party-appointed arbitrators will '... appoint a referee who would be drawn in should the two appointed arbitrators fail to agree' (p 264). The ICC Rules provide for arbitration of a dispute either by a sole arbitrator or by

a panel of three arbitrators (two party-appointed arbitrators and a Chairman who is normally appointed by the ICC Court of Arbitration) and make no provision for a referee system of arbitration (see ICC Rules, Art 2.4). Similarly, the statement:

'The need for the overseas project manager to be alive to the doctrine of frustration is . . . very necessary' (p 262)

is naive, inasmuch as an international construction contract will ordinarily be governed by the law of the country where the work is carried out and, consequently, the somewhat arcane doctrine of frustration, which is unknown outside the common law, is likely to be of little avail to an overseas project manager. Moreover, even under the common law, the scope of this doctrine is very limited.

In conclusion, *FIDIC Conditions of Contract — A Commercial Manual* should prove a valuable book for English engineers and contractors because it gives much practical guidance as to how the Conditions are to work. But since it makes few, if any, concessions to the non-English reader, contains little hard analysis of contract clauses and is less than sure-footed on legal subjects, it will be of limited interest to the international legal practitioner.

Christopher R Seppala

Partner in Law Offices of S G Archibald, Paris, France. Chairman of the Subcommittee on the FIDIC Civil Standard Conditions of the SBL's Committee T (International Construction Contracts).

\*This is entitled *ICE Conditions of Contract — A Commercial Manual* (Waterlow Practitioner's Library 1986).

## Cricket



The Section on Business Law is holding its Biennial Conference in London from 14 to 18 September 1987. As part of the Conference activities, it is proposed to hold a 'Legal World Cup' involving cricket teams from Australia, England, India or the Rest of the World. Australia and England will also compete for the 'Legal Ashes'. Vincent Square (the Westminster School ground) has been booked for this event on 13 September 1987.

Although there will no doubt be the usual rivalry, it is intended that these matches be played at a level and in a manner appropriate to the occasion. Expressions of interest are sought from lawyers planning to attend the SBL Conference in London and who would like to participate in this event. Interested persons should contact Peter J Perry of Freehill, Hollingdale & Page, Sydney office, Francis W Neate, Slaughter and May, London or Kumar Shankardass, New Delhi.