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Donald Harris, David Campbell and Roger Halson

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Remedies in Contract and Tort

Second edition

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Preface

Donald Harris welcomes David Campbell and Roger Halson who have joined him in producing this second edition, which goes well beyond the normal revision expected in a new edition of a students' textbook. The two new editors have brought their own teaching and research experience to this edition, and have re-invigorated the book by extensive re-writing and by producing some entirely new chapters based on their own original thinking. For instance, David Campbell has completely re-organised Part 3 on Literal Enforcement and written two new chapters on Restitution (16 and 17); while Roger Halson produced a new, longer, chapter on Personal Injury Damages (22) and has extensively rewritten chapter 23 on Fatal Accidents. In many ways, this book deserves to be reviewed as a new book. Although we have had the opportunity of commenting on each other's drafts, we have each taken sole or major responsibility for revising or re-writing the particular chapters which bear our individual names in the Table of Contents; the new chapters naturally carry the author's name.

This second edition continues an important focus of the first edition on the use of legal rules in situations outside the courtroom, particularly in negotiations to compromise disputes. This edition also continues the emphasis on empirical data (whenever available) which show the way in which some of the rules work out in practice; and on using economic concepts to deepen our understanding of the function of the rules. Other insights derived from the social sciences are also used throughout the book.

We have taken account of the overlaps between contract, tort and restitution; indeed, Part 3 is devoted entirely to Restitution, and Chapter 29 considers concurrent liability in contract and tort. But we remain unconvinced that these traditional categories of the common law should now be merged into a single category of 'Obligations': the borderlines

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between the categories may be a little blurred, but the paradigm situations in each category deserve still to be separately recognised. We have endeavoured to state the law up to mid-2001, but it has been possible to incorporate into the final few chapters some later material, such as the House of Lords decision in *Farley v Skinner*.

Donald Harris wishes again to thank those who commented on drafts of the first edition of this book (whose names are listed in the Preface to that edition).

David Campbell would like to thank David Miers and, even more, Richard Lewis for their very extensive comments on Chapter 24; James Davey for reference to the insurance literature briefly discussed in Chapter 30; and the staff of the Law Section of the Arts and Social Sciences Library, Cardiff University, for their informed and extremely diligent assistance with all his work on this book.

Roger Halson wishes to thank Hull Law School for granting him a period of study leave in the final stages of this long project.

Donald Harris
David Campbell
Roger Halson

26 February 2002

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