

Legal Aspects of Selling and Buying, by Phillip F. Zeidman

Louis R. Baker

Follow this and additional works at: <http://digitalcommons.law.umaryland.edu/mjil>



Part of the [International Law Commons](#), and the [International Trade Commons](#)

Recommended Citation

Louis R. Baker, *Legal Aspects of Selling and Buying*, by Phillip F. Zeidman, 8 Md. J. Int'l L. 301 (1984).

Available at: <http://digitalcommons.law.umaryland.edu/mjil/vol8/iss2/6>

This Book Review is brought to you for free and open access by DigitalCommons@UM Carey Law. It has been accepted for inclusion in Maryland Journal of International Law by an authorized administrator of DigitalCommons@UM Carey Law. For more information, please contact smccarty@law.umaryland.edu.

BOOK REVIEWS

LEGAL ASPECTS OF SELLING & BUYING. By Phillip F. Zeidman. Colorado Springs, CO, Shepard's/McGraw-Hill, 1983, pp. xlv, 555.

In the international market places, a variety of antitrust matters are more and more occupying the attention of traders and their lawyers. Attitudes toward restrictive practices are being subjected to analyses and comment throughout the international trading community. These attitudes reflect a general and growing acceptance, if not of the desirability, then of the necessity of at least some modicum of regulation. It continues to be a fact, however, that for those foreign sellers wishing to do business here, antitrust concepts are unfamiliar and often generate considerable discomfort. The European Economic Community, for instance, is again actively pursuing questions revolving around exclusive buying and exclusive selling arrangements.

Administrative decrees and legislative action by the European Economic Community have resulted in an increasing flow of decisions of far reaching consequences by both national and international tribunals. *Stare decisis* even appears to be making inroads into continental judicial processes in some of these cases in an effort to correlate and to coordinate the product of a miscellany of rule-making conucopiae.

For American traders, the appropriateness of particular kinds of sales and distribution agreements, both here and abroad, is always a matter of concern. The Sherman and Clayton Acts as well as Robinson-Patman are always ghostly guests appearing and re-appearing whenever buyers and sellers gather to formulate their sales plan.

It was therefore with mounting pleasure that I read this treatise. One not easy in the mind about antitrust matters may well be made comfortable enough to move further into the subject matter, finding this is after all a field susceptible of understanding by even non-legally trained mortals.

Seven authors write eight chapters. The editor joins with a ninth author to provide the final section. The styles are remarkably similar. As the reader moves around in the book, only one voice is heard.

The detailed Summary portion of the table of contents is in the form of a series of questions which take off from nine lead questions which are the chapter headings. This approach probably eliminates to a significant extent the necessity to use the excellent index. The format has an added advantage. It articulates the precise question posed by the client's problem and which the client probably has asked, giving the user a response quickly and to the point.

More or less as an aside, this may cause a problem since the author-contributor seeks to make the volume a desk book for non-legal but nonetheless involved and concerned personnel. He specifies trade association staffs and 'marketing and other non-legal personnel'. The objective is commendable and desirable. Too few lawyers give non-lawyers enough credit for the ability to understand legalisms and legalities. We are not guardians of a calling so arcane that none but the initiated can be entrusted with the secret formulae. A small warning to the non-lawyer may, however, be in order. Antitrust law invades randomly mined waters. Courses to safe harbors should be carefully plotted by licensed pilots.

With that caveat, the book should be used to fulfill its intended purpose as a desk book. Those who handle usual and ordinary commercial contract matters have all heard the questions which comprise *inter alia* the headings: 'Must Seller Sell to Buyer?'; 'At What Price May Seller Sell?'; 'May Seller Cease Selling to Buyer?'.

The last mentioned question is one frequently worrisome to the international trader: How can he terminate a relationship which has become unsatisfactory? Arthur I. Cantor, who authored this particular chapter, follows the format laid out for the book. He begins with a concise overview of the problem addressed. He then relates that problem to and distinguishes it from other chapter material. Thereafter the questions raised in the Summary, in this case 46 in number, in addition to the initial statement of content are commented upon.

By the time the chapter concludes, the reader will have been exposed to pertinent cases, industry examples, common law principles, and a plethora of side bar examples that succinctly treat the chapter area.

In each chapter, the Summary breaks down into questions covering a wide variety of specifics within given categories. The text answers the questions clearly. Seldom employed are the convolutions usual to writings in the field. The result is a welcome absence of turgidity and the even more welcome presence of a lean clarity. None of these good things come at the expense of complete exposition.

There is a helpful glossary, and the appendices contain useful, pertinent matter. Buy the book. You will use it a lot.

*Louis R. Baker**

*A.B. (U.C.L.A.), J.D. (Boalt Hall School of Law, U.C.). Partner, Baker, Ance, Morris, Spencer & Frye. Mr. Baker has been engaged in international transactions since 1950, representing both U.S. and foreign companies. He is a member of various legal organizations concerned with such matters.