Title:

Content:

Award in case no. 13129 of 2005
[...]

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21 "I have reservations as to the real existence of anything that can be described as lex mercatoria. (I am of course aware of the extremely learned debate that has continued on this topic for the past quarter-century or more.) On the other hand, I can see no particular reason in logic why English law should be applied here. In my view, the right course for me to adopt is to apply general principles of international commercial law here. And, not surprisingly, doing that leads to the same answer as I would reach if I were to apply English law principles or those of the alleged lex mercatoria which Buyer urged upon me or, indeed, those of any other system of law of which I am aware, or any principle of common sense. [...]

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30 "A strict, legalistic approach is not helpful when the interpretation of a contract such as this is in question. This contract is typical of many contracts negotiated between traders whose main concern is to do the deal, who are not lawyers and who do not rely on lawyers to draft their contracts, and whose first language is not English. I mean no disrespect when I say this; but it is a simple fact that there are a number of infelicities in the contract: to take but one example, the reference in the last line of clause 12 to a 'first class international bank', when earlier the bank to be used has already been identified. [...]

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contradict the earlier provisions in clause 12 (which are of course consistent with Buyer's qualification) they are ineffective.

Referring Principles:
IV.5.1 - Intentions of the parties