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## PREFACE

The intent behind *Hong Kong Specific Contracts*, first published in 2004, has been to produce a publication reflecting substantive law distinctive to Hong Kong with the structure, breadth of coverage, scope and detail associated with the Chitty style. The hope is that the Hong Kong Chitty has proved invaluable to those within the legal community and beyond and contributed to local jurisprudence. As reflected in my preface to the fourth edition, published in 2014, to achieve such an objective the authors, advisory editors, and team at Sweet & Maxwell have striven to keep the publication up to date and reflective of all relevant developments in Hong Kong law. As a consequence this edition again introduces a significant amount of new material.

In December 2015, the Competition Ordinance (Cap. 691) came into effect. This was followed in January 2016, by the Contract (Rights of Third Parties) Ordinance (Cap. 623) coming into force. The effect of these Ordinances on contracts are explored, where relevant, in this fifth edition. Additionally new chapters on Mediation, as well as Undue Influence and Duress, have been added. And chapters covering Restitution and Unjust Enrichment, as well as the Sale of Land, have been substantially rewritten to incorporate new relevant materials. The chapter on Damages has also been expanded to deepen the coverage of this important area.

Taking into account the above matters it is hoped that this new edition takes the Hong Kong Chitty team a step further down the road to establishing the *Hong Kong Specific Contracts* volume as a unique publication. A great deal of effort and endeavour goes into producing each edition. I am very grateful for the hard work, time and dedication of the authors, advisory editors and team at Sweet & Maxwell. I thank each of them most sincerely. However, deserving of particular mention are Alisha Nanwani and Neerav Srivastava of the Sweet & Maxwell team; it has been their joint dedication and focus that has ensured the timely publication of this fifth edition without compromise as to quality.

I hope and trust that this volume will prove helpful, relevant, and an accurate record of contract and commercial law in Hong Kong.

For all those involved, and all those whom we will hopefully persuade to become involved, the good news is that we now start work on the sixth edition ...

Brian Gilchrist  
Clifford Chance  
August 2016