

during the nineteenth century. By the middle of that century, an industrial and scientific revolution was rapidly transforming Britain into the world's premier manufacturing and commercial superpower, and the common law was adapting to keep pace with enormous social and commercial changes. Britain was, indeed, the world's first modern country. Many of the cases that are essential to scholars, practitioners and students of the common law throughout the world are English and were decided during this period.

The Hong Kong cases included in this book are present either because they develop or expound upon contract law in a significant way, because they indicate some degree of doctrinal divergence from English Law, or because they illustrate the way in which a common law rule or principle works in a distinctively Hong Kong setting.

There is also a selection of cases from other common law jurisdictions. These are included either because they are generally accepted as expounding rules or principles to be followed in both Hong Kong and England, or because they diverge doctrinally from English law in a way which has attracted judicial interest in Hong Kong, or because they present a well-reasoned refusal to follow English authority in a context likely to be of interest in Hong Kong.

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