

APPRAISING THE LAW OF WILLS IN A CONTRACT

Emad Mohammad Al Amaren, Rachma Indriyani*

Abstract

Contracts play a significant role in both economic and commercial transactions, whether internal contract within a national legal system of a State or contract with international nature due to there is more than one legal system would be involved. As a tool that runs international trade and a means of economic exchanges across the border, it can not be denied that many practitioners have high stakes and interest through a contract. The internationality of the contract may impose its subordination to a law other than the law of the judge, and may be subjected to the international substantive rules represented in the most common rules of international law or common principles of international trade rules. Therefore, the definition of the concept of an international contract is a critical issue for the consequences of this limitation. This study reckons the appraisal between domestic and international contract is crucial to do as well as the role of the will in internationalizing the contract.

Keywords

international contracts, the wills, choice of law, the internationalized contract

* Doctorate Student in the School of Law, Universiti Utara Malaysia

Correspondence: Emad Mohammad Al Amaren, School of Law, Universiti Utara Malaysia, Malaysia. Email: amareenroma1993@gmail.com

Introduction

It is necessary to address an initial issue which is the main point of this study, namely the definition of the concept of an international contract. In order to take cognizance of the concept of the international contract, its definition must be addressed through its distinction from the internal contract, the role of the parties' will in its internationalization and the criteria for determining the international character of the contract.

The main discussion of this study is divided into two chapters, the first chapter, the definition of the international contract, will be defined and the second chapter in which the standards of the internationality of the contract will be revealed. Considering that once foreign law is chosen, whether it turns to be an international in nature, hence, the applicability of the choice of law selected by the parties which governing the contract is main issue to be addressed. By analyzing legal case in international contract applicability in Jordan, this study will explore the standards through which the will can make the contract to become international in nature.

Research Methodology

This study is juridical-normative with descriptive analysis. The data collection was through library and field research. The library research was conducted to seek relevant information by collecting secondary data and valid info that can assist researcher answer the research question. All collected data has been analysed using qualitative. In addition, data collection has been gathered through library research in public and private universities in Malaysia and Jordan.

The secondary resources from which data will be collected are mainly include reports issued by some institutions, textbooks and journal articles by scholars. In addition, a large volume of Arabian Middle Eastern acts and cases will be used to constitute the legal basis of this work by critically analyzing and comparing the various opinions expressed in these materials. In this stage, a review on a number of laws in some countries relevant to the research problem was conducted as well.

The objectives of the study are to determine the role of will in determining the applicable law by studying the Jordanian Civil Law No. 43 of 1976 as compared to the Iraqi Civil Code No. 40 of 1951 and the Egyptian Civil Code No. 131 of 1948 and the French Civil Code.

Internal inverses international contract

A contract is defined as a promise or set of promises to which the law attaches a legal duty and also provides a remedy for breach of that duty (Farhanin Asuhaimi, 2015:285). The contract is the most important means of conducting legal transactions or acts, whether at the international or internal level (Mahmoud Samir Al-Sharqawi, 2002:12). In international transactions, for instance, the contract for sale in international trade is the legal document where the parties, seller and buyer, belonging to different

States, undertake mutually to transfer the property of a good against the payment of a price (Daniel Berlingher, 2017:97).

The Iraqi legislator has generally defined the contract as the Jordanian legislator defined the contract in article 87 of the Jordanian Civil Code by saying: "The contract is an affidavit of affirmation issued by a contractor to the acceptance of the other and shall agree in a manner that will prove its effect in the convening thereof and shall result in each contractor's obligation to the other. " (Jordanian Civil Law No. 43 of 1976 Article 87) and in the International level Professor .

Dr. Ahmed Al-Qusairi also defined the international contract as the contract whose main focus is related to different legal systems. Dr. Zorti Al-Tayeb defined the contract as the contract which is related to different legal systems, ie, more than a legal system and is related to international trade (Mohammad Saad Al-Din, 2008:16). The jurist Batifoul defined the international contract as the contract that includes a foreign element. The jurist Rabel said that the international contract is understood by the concept of the violator of the internal contract since the internal contract is connected to all its elements by one sovereignty and that is free from every foreign element. (Khalid Schuerb, 2009:15).

Pommer believes that it is impossible to define the meaning of the international contract, Jacquet emphasizes that it is "ideal to stick to a rigid definition that refers to certain elements of the international contract", and Batifol also agreed. (Ahmed Hamid Al – Anbari, 2017, 16).

It is clear from this definition that the Jordanian legislator defined the contract as a positive relation to the acceptance, not only as it creates personal obligations between the contractors but also because it proves its effect on what is contracted on, i.e., it will change the situation from situation to situation. (Abdul Majid al-Hakim:113). The Egyptian legislator stated that "the contract shall be concluded once the two parties have exchanged the expression of identical wills, taking into account the specific circumstances of the contract under the law." (Article (89) of the Egyptian Civil Code No. 131 of 1948). The French legislator defined the contract as "an agreement by which one or several persons are committed to one or several other persons to perform something, to perform an act or to refrain from acting". (Article 1101 Créé par Loi 1804-02-07 promulguée le 17 février 1804).

The Jordanian legislator urged to fulfill the contracts and stressed the binding force of the contract in article 146/1, which stipulated that "if the contract is executed, it becomes obligatory and none of the two parties can revoke or amend it except by a provision of the law or by mutual consent". "(Jordanian Civil Law No. 43 of 1976 Article 146) Also the Egyptian legislator in article 147/1 of the Egyptian Civil Code stipulates that: the contract is the legislation of the contracting parties and should not be altered or amended unless the parties decide, or for reasons determined by the law. (Article 147 of the Egyptian Civil Code No. 131 of 1948). The same position is adopted by the French legislator, considering that the contract is the law of the contracting

parties, therefore it is not permissible to invalidate it unless the parties agree, or for a legal reason. This is shown in article 1134 of the French Civil Code issued in 1804 (accessed from www.legifrance.gouv).

The fulfillment of contracts is highlighted by the divine laws status legislations and moral principles. The best proof of this is, Allah Almighty saying "O ye who believe, fulfill contracts. " (The Holy Qura'n Surat Al-Ma'ida, verse 1, surah 5).

The contract generally expresses the compatibility of two or more wills to create a legal effect, which is shown in performing an act or not performing an act. This effect is the essence of the agreement between the parties to the contract. (Abd al-Qader al-Far, 2006:29) The legal obligation is a demonstration of will in order to arrange legal effects, and the obligation of the parties is a legal situation originated in the contract. The contract is either domestic or international, and the contract is structured internally if all its legal elements are united within one State and thus is subject to one legal regime, so that if a dispute is brought before the judge, he or she shall be bound to apply the rules of his local law directly. (Mamdouh Abdel Karim, 2005: 163).

An international contract with a foreign element is a contract whose effects extend to more than one state and then is subject to legal rules that are consistent with its nature by seeking the most appropriate laws through a trade-off between the legal systems that are likely to be applied. (Firas Karim Shi'aan, 2007:2-3).

It should be noted that the parties have the right to choose the law applicable to their international contracts in terms of composition, conditions and effects, and in the event that they fail to define this law, the judge must determine it basing on the circumstances of the case. (Salah al-Muqaddam, 1981:198).

In the context of the conflict of laws in the area of contracts, we must address the question that is considered a natural approach of this study, namely, to define and adapt the criterion of the contract of an international character in a way that enables to rank results which are of great importance. In the introduction to these results is the law applicable to the contract, International agreements are not different from domestic contracts concluded within domestic legal frameworks except in relation to the internationality of such contracts.

Which can be known through the adoption of the correct standard that leads to the granting of international status, as the international standard is the cornerstone in determining the nature of that contract.

It should be noted that the attempt to establish a standard for the International contract is one of the most controversial issues, and there were different views on defining the conditions that must be met in the contract to strengthen the principle of the will, that is, when we are in the process of an international contract. Even by imposing a specific standard for the international contract, there is often a lack in precision and clarity and

cannot cover all other types of international contracts, especially after their evolution. (Mahmoud Mohammed Yaqout, 2004:40).

For this purpose, it is necessary to determine what is the criterion to be followed and to proceed in accordance with its approach of the differentiation between internal and international contracts on the other hand.

In this regard, it is necessary to say that the legal doctrine has been adopted in its definition of the International contract on three criteria. Therefore, we will begin with the legal standard, which considers the foreign status the base to distinct between the domestic contract and the international contract, and hence the economic criterion, which is determined by the transboundary movement of capital as a proof to give the contract the internationality status, and finally we will address the criterion that brought together the two previous criteria, the double or mixed standard. Therefore, we will divide this requirement into three branches so that a separate branch is allocated for each of the mentioned standards.

The Attitude of the National Law to the International Contract

The Jordanian legislator did not specify the meaning of the international contract, but rather left it to the jurisprudence and the judiciary to keep abreast of the new forms of international contracts. All that is stated is the text of Article (20) of the Jordanian Civil Code, which specifies the applicable law with respect to contractual obligations under the conflict of laws in terms of place .The article says: "The law of the State in which the joint domicile of the contractors is incorporated shall apply to contractual obligations, but if the homeland of the contractors is different If the law of the State in which the contract is concluded unless the two contractors agree on something else, or the circumstances indicate that another law is to be applied". (Jordanian Civil Law No. 43 of 1976 Article 20).

As for the Iraqi judiciary point of view, a decision was issued by the Court of Cassation on the basis of a case concerning a contract concluded between an Iraqi driver and a Syrian worker in Syria for the purpose of repairing a car belonging to the Iraqi for a sum of money and the Iraqi refused to pay the wages. The Syrian sued the driver before the Tal Afar court, demanding to judge him the amount owed by the Iraqi driver. However, the Court of Cassation decided to overturn the ruling, stating in the terms of the judgment that: "As the contractual obligation, the subject of the lawsuit arose from a civil contract concluded in Syria between an Iraqi and a Syrian, the provisions of the Syrian law is to be applied as the law of the country in which the contract was concluded, and as an application of article 25/1 of the Iraqi Civil Code" (The decision of the Court of Cassation on 18/10/1977).

It is clear from the above decision that the court relied on the place of conclusion of the contract to determine the applicable law., The Court adopted in determining the international status of the contractual links, as the subject of the dispute, the difference in the nationality of the contractors, and the place where the work was signed (a car

bearing the Iraqi state number) is secondary element and did not have the same weight as the first element).

The situation in Jordanian law is not different from that of Egyptian law. The provisions are similar in both laws. For example, article 19 of the Egyptian Civil Code states that "the law of the state in which the joint home is incorporated shall apply to the contractual obligations. But if the homeland of the contractors is different, the law of the state in which the contract is concluded is to be applied, unless the contractors agree on something else.

In reviewing the above text, we can see the position of the Egyptian legislator in implementing the law of the will of the parties to determine the applicable law. If the contract is out of the explicit will and is unable to reach the implicit will, and the country of the parties are differed, the law of the place of conclusion must be applied (Mamdouh Abdel-Karim Hafez, 1977:19).

This means that the difference between Egyptian and Jordanian law is that the last law added this phrase to the last paragraph, "This is unless or the circumstances indicate that another law is to be applied." As a result, there is no difference between the position of the two laws except in words.

The Egyptian assured this. Therefore, the Egyptian Court of Cassation ruled that "the application of the text of article 19 of the Egyptian Civil Code" ... indicates that it is necessary to stand first on the explicit or implicit will of the contractors to determine the law applicable to the contractual obligations, If the contractors do not disclose their will in this regard, the law of the common home shall be applied otherwise the law of the country in which the contract was concluded shall be applied. (Egyptian Civil Cassation Group, Technical Office Group, Appeal No. 1114 of 1952, Session No. 4 of December 1989: 249).

In the French Civil Code, we did not find any indication of the role of the will in choosing the law of the contract, but the French Code of Procedure No. 80 of 1981 dealt with this in article 31 which allowed the parties to agree on the determination of the competent court according to several conditions:

1. The agreement shall not involve fraud.
2. There should be a legitimate interest that makes the jurisdiction of a particular court.
3. The necessity of a serious link between the dispute and the court for which jurisdiction has been agreed upon, and the agreement to determine a court may be explicit or implicit, the agreement can be prior to the occurrence of the dispute or after the dispute has arisen ". (Article (31) of the new French Code of Procedure No. 80 of 1981).

This means that the French legislator in article 31 of the Code of Procedure allows the parties to the contractual relationship to explicitly or implicitly agree to determine the applicable law by choosing the court concerned with the potential dispute arising in that choice, but it stipulates that their choice should not be based on fraudulent intent through which the parties could evade the provisions of the applicable law. It also doesn't not allow the parties to choose the law directly, but are allowed to make this choice in the light of their choice of the competent court which could apply the law they find to be the best to apply to contractual relationships. As a result of the absence of an explicit provision in the French Civil Code that gives the will the right to choose the law governing the contract, BATIFFOL comments saying that "it is not acceptable for individuals to be free to choose such a law governing their contract as it is the law that determines the persons, money and actions. It is not people who determine the applicable law. "(BATIFFOL, 1976:249)

However, the French judiciary recognized the right of the parties to choose the law applicable to the contract. On 5 December 1910, the French Court of Cassation ruled in the case of American Trading Company Quebec Steamship Company Limited that "the law applicable to contracts, in terms of composition, effects, or terms, is the law adopted by the parties. "This is one of the decisions on which the French Court of Cassation based to establish the principle of the law of the will in the area of contractual obligations. (Cass. Civ. 1o, 5 déc. 1910 (American Trading company Quebec steamship company limited): J.D.I, 1912, p. 1156, note Galibourg (H.) See Court Judgment available at <http://www.lexinter.net> Date of Browsing 5/7/2016).

Therefore, the contract is internal when all its aspects are combined within a single State and thus does not raise the problem of conflict of laws as it remains subject to domestic law in all cases. The judge applies the substantive rules of his law. If the contract is an international contract, its effects extends to more than one State, and this international character is conducive to the movement of the rules of private international law, so that the parties have the right to choose the law applicable to the contract.

The internationality of the Contract: a Prerequisite for the Operation of the Rules of Private International Law

The will of the parties plays a great role in the field of Private Law either to choose the applicable law or as a criterion for subordinating the relationship to the rules of law. This will can't play this role in terms of the authority of will unless the contract is characterized as an international contract. Hence the importance of the internationality of the contract as primary point to operate the Private International Law, especially in the field of attribution, which subjects the contract to the law of will and the concept that the selection of contractors to a foreign law does not benefit in itself the internationality of the relationship. It can't be imagined that the relationship, which is concentrated in all its components in one country as an international only because the parties chose a foreign law. However, some of the commentators in Italy, stressed the

right of the contractors to choose the applicable law, no matter whether the contract is international or not. This is adopted by The Italian Court of Cassation, but this trend was criticized, especially as it misses the difference between international and domestic contracts. (Sadiq: Hisham Ali, 2007:63).

In addition, from the researcher's point of view of it, is a blatant breach of legal rules which leads to the evasion of the rule of law and the application of what parties tempt, or may be circumventing. We do not exclude also that it may involve a part of fraud as the adaptation of the contract is a matter for the judge. The internationality of the contractual link represents the condition that allows the parties to choose the law, and not their choice of law is what confers on this link its international character. (Sadiq: Hisham Ali, 2007:64).

If the international character of the contractual link is the condition of the work of the rule of attribution, which gives the parties the right to choose the applicable law, this does not necessarily mean depriving the parties to choose a foreign law even if the contract belonging to all elements to the territory of one country and here the question arises, that is, how can this be ?

The answer to this question is simple, as this choice will not take the form of a choice in the conflict, but as one of the terms or conditions of this contract where the provisions of this law take the stature of the terms of the contract that cannot depart from the rules of the order to which the contract belongs. (Sadiq: Hisham Ali, 1995:440).

The researcher would like to point out that this theory presented in Italy contradicts the theory of concentration, which depends on the knowledge of the center of strength in the relationship. Based on this, the judge certainly will not take the opinion of the parties and apply a law that has nothing to do with the issue and does not provide any connection. (Sadiq: Hisham Ali, 2007:69).

It is the nature of the contract that guides to the applicable law, not the opposite, and does not refer to what the parties describe. This was taken by the French Court of Cassation on 19 January 1976 where it affirmed that the international status of the contract is a necessary condition for the safety of the selection of the contractors of the law to which the contract will be subject.

The Will as a Source of the Internationalization of the Contract

The disclosure of the internationality of the contractual link is a necessary condition for the implementation of conflict-of-laws rules, and it is the international character that gives the parties the right to choose the law governing their contractual relationship. (Abdel Aal: Akasha Mohamed, 2007:86) Therefore, the freedom granted to the parties to choose the law governing their contract is not absolute but includes a particular type of contracts, namely, international contracts that relate to more than one legal system. This choice of the law applicable to the contract creates a major problem. What is meant by the problem of the applicable law the determination of the legal system that the judge will apply to the dispute before him when he is in contention with several

legal systems judges an international relationship. (Mahmood Mohammed Yaqout, 2004:38-39).

The determination of this law is either by reference to the national attribution rules of the judge State or by the application of specific physical rules. (Hisham Ali Sadeq, 1972:3) Internal contracts are not covered by the rule of the law of the will because they remain governed by the national law of the State in which they are created, and this gives contractors the advance knowledge of the legal system under which they are contracted. (Ahmed Abdul Karim, 1996:188).

Thus, the right of the parties to choose a foreign law in the previous hypothesis is based on an objective rule in domestic law that the contract is the legislation of contractors which gives them the freedom to choose their own contractual conditions, while adhering to the peremptory norms of national law. (Article (1134) of the French Civil Code in force No. 1804 and Article 146/1).

When choosing the applicable law to govern their contract, the parties must be aware of this law, so their choice should be based on their confidence that it will be better able to resolve disputes that may arise in connection with their contractual relationship. (Akasha Mohamed Abdel Aal:143).

It should be noted that the parties have a role in choosing a particular law to govern the contract, and they can exercise this role before international arbitration by including the arbitration clause in the contract. (Al-Bahour Ali Hassan Faraj, 1980:10) Therefore, the freedom of the parties to the fragmentation of the international contract is more extensive before the arbitrator, since he is committed to adjudicating the dispute based on the expressed will of the parties, as well as the broad freedom that he has in choosing the rules he deems appropriate in this regard.

However, if the will has an important role in the scope of contractual relations, particularly with regard to its definition of applicable law, its choice of the law of a foreign State is not a reason to activate the rules of conflict. The reason for this is that the role of the will as an officer of attribution is to show a willingness in focusing the international contract within a particular legal system. And in light of the requirements of the contract and its circumstances and if this focus happens the judge applied the law prevailing in the place chosen by the will. Such law is the closest and most relevant to contract parties. (Hafdah Al-Haddad, 2010:461).

This is what is called the idea of settlement of the contract and this desire is ultimately subject to the discretion of the judge, who may not adopt the parties' choice if it lacks the link between the law chosen and the contract. (Al-Bahour Ali Hassan Faraj, 1980:12-13).

The jurisprudence differed on the question of the connection between the chosen law and the international contract, and three trends emerged.

The first is: the power to choose the law of the contract is limited by a genuine link between the chosen law and the contract, which comes through one of the elements of the contract, such as the nationality of the parties or the law of conclusion or execution of the contract. (Farouk Mohammed Ahmed Al-Abasiri, 2003:113).

The second attitude allows the parties to choose the law they wish for the contract, even if it has no relation to the contract, provided that their choice is not fraudulent. (Sadiq: Hisham Ali, 1995:454).

The Third attitude requires a link between the chosen law and the contract. However, it is not required in this link to come from one of the elements of the contract as the nationality of the parties or the law of the place of conclusion or implementation. It may be due to the need for international transactions and trade such as the contract is concluded in the form of a typical contract which is accepted in the area of a particular commodity and accepted by the trade community in this case the parties shall be subject to the law governing this contract, despite the absence of a link between the law and the elements of the contract. (Fouad Abdel-Naim Riad, 1997:326).

Consequently, it is not possible to recognize the will of the parties to subject their contract to a foreign law simply because it is in the interest of their own or for the purpose of escaping the peremptory norms of their national law, at a time when the contract does not have an international character. In this way, the judge will intervene by adapting the contract and giving it the necessary legal description, If he finds that the relationship in question is of an international nature, it refers to the rules of attribution in his law to reveal to him the applicable law in relation to the dispute in question, which may be either a foreign law or the domestic law of the State of the judge before whom the dispute arises. (Mohamed Waleed Al-Masri, 2011:189).

In the light of the foregoing, it can be argued that if the judge does not find the international character of the contractual relationship, he will subject it to his national law without taking into account the law chosen by the parties, This allows them to know in advance the legal system to which they are subject, since the internationality clause is a necessary condition for the implementation of the conflict rule, which gives the parties the ability to choose the legal system governing their contract. (Salam Hadi Jassim, 2011:8).

Conclusion

The problem of conflict of laws is not raised before the judge unless the relationship of an international nature, since the internal contract is subject to the law of the country under which it arose, and if the parties choose a foreign law, the rules of this law will be considered as contractual clauses that should not violate the peremptory norms of domestic law. Consequently, their choice of this law is an expression of their desire to choose, not as a law. This study discovered that the will of the contract can not automatically make the contract international, and it means they have limited ability to choose the law. It should be noted, the parties have the right to choose the law

applicable to their international contracts in terms of composition, conditions and effects, and in the event in which they fail to define this law, the judge must determine it based on the circumstances of the case. With regard to Jordanian practice, this study found that the previous referral rules governing the contractual process adopted by the Jordanian legislator and other legislations that the researcher compared with Jordanian legislation are unable to provide the parties with legal security.

Recommendations

1. It is necessary to adopt a Jordanian article clarifying the importance of identifying the needs of both parties that have been expressed implicitly and willingly with regard to the law to which they wish to be subject. This article should require the examination of indicators and relevant evidence to verify these desires.
2. It is not recommended to consider the previous assignment rules as a basis for the contract. It is therefore necessary that Jordanian legislators stop implementing pre-referral rules and provide judges with greater freedom to determine the law applicable to the contract. This should be done through the adoption of the principle of outstanding performance represented in the application of the debtor's home law to the contract. This is because the law in question, according to the latter law performs its main function. In the event that the judge is unable to determine this performance, the law applicable to the contract shall be determined according to the circumstances and details of the completion of the contract. The applicable law shall be chosen in accordance with these circumstances and details in order to determine the closest law to the contract.

References

- Abdul Majid al-Hakim, *Summarized in the Civil Law, Part I, Sources of Obligation*, Al-Nadim Press, Baghdad.
- Abd al-Qader al-Far. (2006). *Sources of Commitment*, 1, Dar Al-Thaqafa, Amman,.
- Ahmed Abdul Karim Salama. (1996). *The science of the rule of conflict and choice between the laws of the principles and methodology*, I 1, House of Arab Renaissance.
- Ahmed Hamid Al – Anbari. *The Silence of Will on Determining the Law Applicable on the International Contract A comparative Study*, Middle East University- Jordan
- Akasha Mohamed Abdel Aal, *Studies in Private International Law in the United Arab Emirates*, New University House, Alexandria.
- Al-Bahour Ali Hassan Faraj, *Internationalization of the Contract, Analytical Study in Light of the Convention on the Law Applicable to Contractual Obligations signed in Rome June 1980*, Knowledge Establishment, Alexandria
- Al-Olaimat, Hassan Awad al-Hasan. (2010). *Conflict of laws in special international contractual links, Master Thesis*, Jerash University, Jordan.

- Asuahimi, Farhanin, Asril Amirul Zakariah, Zuhairah Ariff. (2015). "The Application of Contract Law Principles in Domestic Contracts", *Pertanika J. Soc. Sci. & Hum.* 23 (S): 281 – 290, 2015.
- Batiffol (h) subjectivismeet objectivismeet. (1976). *Dans Le Droit internationalprive des contrats*.
- Berlingher, Daniel. (2017). "The Effects of The International Contract For Sale of Goods", *Journal of Legal Studies* Vol.19 Issue 33, 2017.
- Egyptian Civil Cassation Group, Technical Office Group. (1989). *Appeal No. 1114 of 1952, Session No. 4 of December, 1989*.
- Firas Karim Shi'aan. (2007). *The Impact of International Trade Agreements on the Development of Conflict of Laws Rules*, PhD Thesis, Faculty of Law, Mosul University.
- Farouk Mohammed Ahmed Al-Abasiri. (2003). *Participation in the Information Rules through the Internet Company*, New University Publishing House, Alexandria.
- Fouad Abdel-Naim Riad, Mohamed Khaled Al-Turgoman. (1997). *Conflict of Laws and International Jurisdiction and the Effects of Foreign Rulings*, Without a Publisher.
- Hafdah Al-Haddad. (2010). *Summary in the General Theory of Commercial Arbitration*, Al-Halabi Publications.
- Mahmoud Samir Al-Sharqawi. (2002). *International Commercial Contracts - Special Study of the Contract for the International Sale of Goods*, EditionII, Dar Al-Nahda Al-Arabiya, Cairo.
- Mamdouh Abdel Karim. (2005). *Conflict of Laws*, I 1, House of Culture, Amman.
- Mamdouh Abdel-Karim Hafez. (1997). *International Private Law According to the Iraqi and Comparative Laws*, Freedom House for Printing, Baghdad.
- Munir Abdel Majid. (1991). *Conflict of Laws in Individual Labor Relations*, Knowledge Foundation, Alexandria.
- Mahmood Mohammed Yaqout. (2004). *The Freedom of Contractors in the Selection of International Contract Law between Theory and Practice, Analytical Study and Comparison in the Light of Modern Trends*, Origins of Knowledge, Alexandria.
- Mohamed Waleed Al-Masri. (2011). *Al-Wakiz in Explaining Private International Law*, 2, Dar Al-Thaqafa, Amman.
- Salam Hadi Jassim. (2011). *The Idea of a Free International Contract and its Impact on International Substantive Rules*, Master Thesis, Institute of Arab Research and Studies, Cairo.

- Salah al-Muqaddam. (1981). *Conflict of laws in bills of lading and ship charter operators, comparative study in maritime law*, University House, Alexandria.
- Sultan Abdullah Mahmood Al-Jawari. (2010). *The Law Applicable to the Current Account and Documentary Credit Comparative Study, I*, Halabi Rights Publications, Lebanon.
- Sadiq Hisham Ali. (2007). *International Trade Contracts*, Egypt, University Publications House.
- Sadiq Hisham Ali. (1995). *The Law Applicable to International Commercial Contracts*, Egypt, Knowledge Establishment.
- Sadiq Hisham Ali. (1972). *Conflict of Laws, I 2*, Knowledge Establishment, Alexandria.
- Shuwairb Khalid. (2009). *The Law Applicable to the International Commercial Contract, Doctoral Thesis*, Faculty of Law, University of Algiers.