

## **Editorial:**

A wide range of unrelated topics are addressed in five articles and three notes published in this issue.

- The first article, contributed by Sieg Eiselen of UNISA, deals comparatively with the difficulties of an appropriate interpretation of the UN Convention on Contracts for the International Sale of Goods (CISG) regarding standard terms in international contracts of sale. Eiselen subscribes to an approach according to which a clear incorporation clause in the contract is considered to be sufficient for the effective incorporation of standard terms.
- Pieter du Toit and Gerrit Pienaar of the Potchefstroom Campus of the North-West University next point out the tension between the individualist and realistic approaches to criminal liability of juristic persons. They find that corporate ethos which promotes or tolerates unlawful conduct, as it is manifested in the internal structure of such an entity, provides a foundation for corporate liability for criminal behaviour.
- With reference to recent developments in Dutch law regarding a child's right to have personal links with both its parents, Anton van der Linde and Neil van Schalkwyk, both of the University of Pretoria, argue that in South Africa, a statutory legal duty should be imposed on parents to have and maintain contact with their child in order to promote legal certainty.
- Ezette Gericke, also from the University of Pretoria, offers an exposition of the law, related jurisprudence and comparative data on the exploitation and abuse of the fixed-term contract which often leads to the deprivation of employment security and the benefits linked to a permanent employment relationship.
- The controversies surrounding the use of force when the police effect an arrest is described by Tharien van der Walt of the University of Venda. She refers inter alia to international guidelines for police conduct in this regard and to some difficulties involved in the application of recent South African legislation.
- In their note, Ellen Lombard and Terrence Carney of UNISA consider the need to continue teaching Afrikaans as a language of law in view of the rapid rate at which the Anglicisation of the legal world is progressing.
- Kenneth Mould of the University of the Free State argues that the sui generis nature of the contract of employment of professional sportspeople requires specific performance to be the most suitable remedy where such a "player's contract" is breached.
- With reference to a recent judgment of the Constitutional Court in terms of divorce legislation in which a balance between the right to privacy and the right to freedom of expression was struck, Latiefa Albertus of the University of the Western Cape calls for legislative clarification of concerns left by the judgment.

Francois Venter