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Editorial

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The *European Review of Contract Law* has always been committed to a broad concept both of ‘European’ and of ‘contract law’ – ‘European’ embracing all developments in the Member States (and even beyond) that could be of importance in the European arena, and certainly their theoretical foundations. The French reform is clearly such a development and will perhaps also trigger some more systematic ongoing debate(s) on developments on the Member State level which have an overspill into the European sphere. This is all the more justified as a development of European contract law in the form of some kind of codification at the EU level seems far removed again after the official withdrawal of CESL. The French reform has precisely been justified by a will to make the Civil Code more apt for the international arena – as a model, as a law to be chosen, but also as a basis for French business (and also the French social model) in the world at large.

Indeed, the *French Civil Code* of 1804 – the ‘Code Napoleon’ as a good number of authors still name it – is where codification of contract law started in Europe and, also arguably, some of the main trends in its content. The latter range from such core principles as freedom of contract, seen as the foundation of all contract law (the famous article 1134 Code Civil) to such more modern concerns as the increasing development of protective regulation, leading to the struggle about a separate or an integrated consumer contract law (again with a strong statement on this issue in French law). Therefore, this reform, which had always been avoided for the contract law part of the Code Civil before – leaving this Code’s initial scheme intact and ‘eternal’ for two centuries – can also be described as a real leap in European contract law. This reform was announced at the Bicentennial of the Code and some 12 years later has crystalized in the Ordonnance n° 2016–131 of 10 February 2016 – a lot of ink being spilled over the fact that such act was not passed in a very solemn way by Parliament itself.

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In this *Special Issue*, articles from within French academia are brought together with some views from abroad, although sometimes it is difficult to distinguish between internal and external perspectives, the ‘from within’ from the ‘from outside’! Written by leading French scholars, the texts cover a broad range of approaches, views and topics— and this is helpful indeed. All in all, light is shed:

- on the political process and background explanations for certain new concepts and rules,
- on the social model behind the reform (which is welcomed, but also seen as needing to be developed further and/or as still not being prominent enough),
- on the importance of the overall reform also for the business world,
- on such an important single development as the ‘elimination’ of the highly prominent concept of ‘cause’ in French contract law,
- on a view from a critical international and comparative perspective,
- and on a comparison with the German reform, the other important overall reform in the Member States, dating from 2002.

All in all, this Special Issue is meant to (re-)open the debate on the development and paradigmatic relevance of important national laws and in particular on their role not only as national laws but as catalysts for a European contract law.