

EDITOR'S NOTE

Dear Readers,

Karl Llewellyn (1933) sees contracts rather as a framework, which almost never accurately indicate real working relations, but which affords a rough indication around which such relations vary – an occasional guide in cases of doubt, and a norm of ultimate appeal when in fact relations cease to work – rather than to interpret the contract literally. Contracting costs are not zero. (Williamson 1986). Short-term contracts are used more often as a framework for an economic exchange, while long-term contracts blur the line between market and firm. Williamson goes on to state that he views a firm as a particular set of contractual relationships (interrelated contracts). Although there is widespread agreement that the discrete transaction paradigm has served both law and economics well, there is increasing awareness that many contractual relations are not of this well-defined kind (Macneil 1974).

After a special focus on electronic transactions earlier this year (EM 1998/1), this issue (EM 1998/3) concentrates on the vitally important phase in electronic commerce: electronic contracting. The opening paper by Lee emphasizes the need that this process is open to new contracting relationships. He continues by proposing a set of generic electronic trade scenarios available to the trading parties. This system called InterProcs is especially useful for business-to-business transactions in an international environment.

Most of the time, an electronic transaction is still a cumbersome and difficult process. The interface, which the vendor forces you to use, is often poorly designed and often fails when more complex contractual relations are required. Peiro and Steiger address the border between user-interface technologies and protocols used to implement secure electronic commerce services. Yuan, Rose, Archer, and Suarga present an implementation of a web-based negotiation tool for collective labour bargaining. Theirs is a first attempt to answer the question of whether such complex matters as wage negotiations can be carried out on the Internet. Lee first defines the requirements for electronic commerce specific to Southeast Asia. In a second step he shows how through simple e-mail one can negotiate firm commitments. Dasgupta describes the online emerging stock trading industry. As a very time sensitive industry, it needs easy to implement, scalable, user-friendly and secure electronic contracting tools. Current industry practice conveys some important lessons for other industries. Within the telecommunication information networking architecture Daoud proposes a meta-broker that facilitates information sourcing and provides a contract framework with built-in negotiation, validation, monitoring and enforcement facilities. Kerridge, Slade, Kerridge and Ginty outline an European Union sponsored project that aims at implementing pan-European trade links for businesses by using virtual supply chains that cover the complete life cycle.

In addition to the Focus Theme we cover data-driven marketing, the marketing for electronic market places, the role of agents in electronic commerce, virtual organizations and have a case-study on electronic markets in Hong Kong's air cargo community. A big thank you to all the contributors to this issue.

We would like to take this opportunity to announce some changes to the journal. With effect from January 1999 we will enter into a publishing agreement with Routledge Publishers. We are very happy about the prospects of this venture. We will be able to further expand coverage, publish longer papers focusing as much on discussion of results as well as underlying theory, and reach out to a still larger audience. I would also like to take this opportunity to thank the Swiss Reinsurance Company, our generous sponsor, and our current publisher vdf Hochschulverlag with whom we have traveled a great distance over the last three years. More information on the upcoming changes will follow in the last issue of this year.

Sincerely,

Beat F. Schmid
Editor-in-Chief

Dorian Selz
Executive Editor

REFERENCES

EM – *Electronic Markets*
"Electronic Transactions,"
in *Electronic Markets*,
Vol. 8, No. 1, 1998.

Llewellyn K. N.
"Präjudizenrecht und
Rechtssprechung in Amerika,"
Leipzig: Weicher, 1933.

Macneil I.
"The Many Futures of Contract,"
Southern California Law Review,
47, 1974, pp. 691-738.

Williamson O. E.
"Economic Organization," *New*
York: Harvester Wheatsheaf,
1986, pp. 101-134.