which are now historically rather remote and with few living victims. The lack of a pan-European approach to denialism, also raises the question of whether such an approach is feasible at all. In terms of law enforcement, it seems impossible to identify a clear approach to the crime of denialism and, therefore, how to avoid the danger of imposing one single interpretation of historical events. Indeed, the author is sceptical about the potential of criminal law to serve as an arbiter of history.

The only drawback of the book is that it pays too little attention to the experience of the Central and Eastern European countries: while there is an overview of laws banning denial of 'Communist genocides', it remains unclear what forms of acts are understood to fall into this category. There is no mention of Russia, despite its having introduced a new provision in 2014 that bans the 'rehabilitation of Nazism', and several cases have already been decided by domestic courts. There is also a lack of information on the approaches of other countries outside of Europe to the interrelationship between memory, law and punishment, though it is recognised that with a handful of exceptions (such as Rwanda, Israel and Peru) there has been a reluctance to consider denialism as a crime outside of Europe. Against this background, the case of Peru, that prohibits the denial of terrorism, and the controversies accompanying it, could have usefully been explored in more detail.

The book is excellently written, being very detailed without becoming too dense. It would be of interest not only to lawyers, but also to historians, to political science scholars and to the general public interested in the important questions surrounding the debate on history, memory and the role of the law in promoting the State's version of historical events. This highly informative book is likely to become the basis of further research building upon Fronza's arguments, in particular in examining the experience of countries beyond Europe regarding historical denialism.

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Reliance in the Breaking-off of Contractual Negotiations: Trust and Expectation in a Comparative Perspective by Isabel Zuloaga [Intersentia, 2019, xxxviii +256pp, ISBN 978-1-78068-650-9, £66 (h/bk)]

Reliance in the Breaking-off of Contractual Negotiations addresses precontractual liability in Germany, France, Chile, England and Wales. The focus of the book is delimited by a 'paradigm case' presented in the Preface (xxxiv): commercial parties negotiate a contact but create no preliminary agreements and start no works. If one of the parties breaks off negotiations, can it be held liable? To explore answers that may be given in various legal systems, Chapters 2, 3 and 4 consecutively address precontractual liability in German, French and Chilean law.

The book makes a valuable addition to the existing comparative law literature on this topic. There have been only a few studies in English in this area. One example is the fundamental 1968 study on precontractual liability and formation of contracts directed by Schlesinger. In 1990, both the International Chamber of Commerce and the International Academy of Comparative Law published reports of studies regarding precontractual liability. In 2006, Cartwright and Hesselink searched for a common core on precontractual liability in European private law. Giliker compared precontractual liability in English and French law in her thesis (2002). Furmston and Tolhurst explored the law and the practice of contract formation in England, Wales, Australia, Canada, New Zealand and Singapore (2016). Zuloaga extends our current comparative law knowledge to Latin America.

However, this book is not confined to the comparison of legal systems. It also aims to advance the fundamental theory of precontractual liability. In Chapters 1 and 6, the author discusses various theoretical bases for precontractual liability; good faith is the most frequently used in the legal

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systems under discussion. However, according to the author, the core of the theoretical basis of liability is not good faith but the protection of precontractual reliance, defined at 150ff. This is the protection of reliance that the author finds in Articles 241(2), 280(1), 311(2)(3) of the German Civil code, in Articles 1104 and 1112 of the recently amended French Civil code, and in the Chilean civil code's provisions on contract formation and tort outlined in Articles 97–106 and 2314–2334, respectively. According to Zuloaga, the theoretical approach to precontractual liability no longer needs to invoke the doctrine of good faith but can use instead the concept of reliance.

The suggestion of moving the focus from good faith to reliance has a specific goal: it could offer English law a new 'tool' to tackle precontractual misbehaviour. As the author reminds us in Chapter 7, English law imposes no liability in the paradigm case. This legal system is generally reluctant to impose general abstract duties, including precontractual good faith. However, if the vocabulary of good faith is abandoned, English law could develop a new tort. The new tort would protect precontractual reliance by imposing (precontractual) liability in the same way as German, French, and Chilean law. Zuloaga is, however, explicit that such an approach must be subject to two key caveats of this submission. First, the 'tool' could be used only if (and when) English lawyers consider protection of precontractual reliance desirable. Second, no liability needs to be imposed as a general rule (as in the paradigm case), but only in exceptional 'deserving cases'. At this point, the author could have taken the opportunity to elaborate on possible 'deserving cases'. Deception of legitimate expectations or, in the terms used in the book, deception of reliance would imply a deeper inquiry into the will theory and the reasons for the binding power of promises and the law of unjust enrichment. These inquires lie beyond tort law, rely on different terminology and may be difficult to fit into the development of tort law.

If not for the aim of identifying a potential 'tool' for developing a new English law tort, the suggestion of abandoning the theoretical basis of good faith would have limited practical implications. A judge would, in essence, search for standards of behaviour during the negotiations in order to determine whether there had been any precontractual reliance, its inducement, deception and the appropriate remedy. These standards may be based on the general duty of good faith, or perhaps based on the idea of protection of reliance. However, their content would most probably boil down to much the same thing. Their function would also remain similar to the well-known function of the Roman law concept of *bona fide* and its receptions, which have functioned for centuries as a vehicle to translate (changing) social values into the existing law.

The book is a thought-provoking text for practitioners and scholars who are interested in the legal approach to contractual negotiations. It illustrates the Chilean approach to precontractual liability following the reception of the old European civil codes. The discussion of Chilean law would be appreciated by legal practitioners who may need to advise companies or apply Chilean law to resolve an international dispute and it might motivate academics to reflect further on tort law relating to the precontractual stage.

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