Check Those 'Choice of Law' Provisions

"Choice of law" clauses in contracts are often overlooked in their potential importance, as the parties and counsel concentrate on the more immediate matter of the explicit commercial terms, write **Val H. Stieglit**z and **R. Bruce Wallace** for **Nexsen Pruet**.

"When the deal goes sour, however, and it comes time for the parties to assert and enforce their contractual rights, the spotlight often turns to the 'choice of law' provision — which perhaps no one had paid much attention to previously," the authors explain.

Their article examines a recent case experience highlighted how "choice of law" distinctions can become significant once matters enter litigation.

Read the article.