



Comparative Contract Law (F. Derecho)

Guía docente 2023-24

[COMPARATIVE CONTRACTS.png](#)

INTRODUCTION

Brief description: Contract law is the study of legally enforceable promises, normally exchanged as part of a bargain. Contracts are the main means by which transactions are made and legal obligations are voluntarily incurred. Doctrinal topics to be discussed include: when a contractual promise exists; offer and acceptance; consideration; whether and when contracts should be voided for reasons such as duress or nondisclosure; contractual interpretation; parol evidence; statutes of frauds; and quasi-contracts.

- **Titulación:** Anglo-American Law Program, International Business Law Program, Global Law Program, Grado en Derecho, Grado en Relaciones Internacionales
- **Módulo/Materia:** Optatividad, derecho angloamericano/derecho internacional de los negocios
- **ECTS:** 3
- **Course, semester:** Second year, first semester
- **Character:** Optativa
- **Professor responsible for the subject:** Alberto Muñoz
- **Visiting Professor:** Christopher P. Taggart (University of Surrey)
- **Idioma:** Inglés
- **Schedule and location:** The course will be delivered in an intensive format in two weeks from September 11 to 22 from 11:00 am to 14:00 pm. Check [WebUntis](#) timetable to see the classroom.

Please note that the schedule is subject to changes due to reasons beyond our control.

COMPETENCIAS

De acuerdo con la **Memoria del Grado en Derecho**, las competencias que los estudiantes deben llegar a dominar asociadas a las asignaturas Optat American Law Program del que forma parte esta asignatura son las siguientes:

Competencias básicas

CB1 -

Que los estudiantes hayan demostrado poseer y comprender conocimientos en un área de esta base de la educación secundaria general, y se suele encontrar a un nivel que, si bien se apoya en libros de texto avanzados, incluye tamb

CB2 -

Que los estudiantes sepan aplicar sus conocimientos a su trabajo o vocación de una forma prof la resolución de problemas dentro de su área de estudio.

CB3 -

Que los estudiantes tengan la capacidad de reunir e interpretar datos relevantes (normalmente para emitir juicios que incluyan una reflexión sobre temas relevantes de índole social, científica

CB4 - Que los estudiantes puedan transmitir información,

ideas, problemas y soluciones a un público tanto especializado como no especializado.



Universidad de Navarra

CB5 -

Que los estudiantes hayan desarrollado aquellas habilidades de aprendizaje necesarias para er

Competencias generales

CG1 - Poseer un conocimiento general de la disciplina y

la metodología jurídicas que permita el ejercicio de actividades de carácter profesional en el ámbito del Derecho o

la adquisición de los títulos complementarios exigidos por la ley para determinadas actividades

CG2

- Expresar y transmitir adecuadamente ideas complejas que permitan comunicar, de manera oral y escrita, soluciones fundadas en Derecho a un público especializado o no.

CG3

- Localizar y gestionar correctamente las fuentes jurídicas, tanto legales, jurisprudenciales y doc

Competencias específicas

CEE1 Conocer los conceptos jurídicos básicos de la tradición jurídica angloamericana de forma

SYLLABUS

Class 1:

Objective Theory of Contract; Offer and Acceptance in Bilateral Contracts

· CB, pp. 31–60.

- Cases *Ray v. William G. Eurice & Bros., Inc.*; *Loneragan v. Scolnick*; *Izadi v. Machado (Gus) Ford, Inc.*; *Normile v. Miller*

Class 2:

Offer and Acceptance in Unilateral Contracts; Agreement to Agree

· CB, pp. 61–92.

- Cases *Petterson v. Pattberg*; *Cook v. Caldwell Banker/Frank Laiben Realty Co.*; *Walker v. Keith*; *Quake Construction, Inc. v. American Airlines, Inc.*

Class 3:

Consideration

· CB, pp. 97–118; 126–32.

- Cases *Hamer v. Sidway*; *Pennsy Supply, Inc. v. American Ash Recycling Corp. of Pennsylvania*; *Dougherty v. Salt*; *Plowman v. Indian Refining Co.*

Class 4:

Battle of the Forms; Promissory Estoppel; The Effect of Pre-Acceptance Reliance



Universidad de Navarra

· CB, pp. 159–78; 209–10; 228–35; 247–51.

- Cases *Princess Cruises, Inc. v. General Electric Co.*; *Brown Machine, Inc. v. Hercules, Inc.*; *Katz v. Danny Dare, Inc.*; *James Baird Co. v. Gimbel Bros., Inc.*

Class 5:

The Effect of Pre-Acceptance Reliance; Protecting Promisee Reliance; Restitution

· CB, pp. 251–58; 261–74; 276–88.

- Cases *Drennan v. Star Paving Co.*; *Pop's Cones, Inc. v. Resorts International Hotel, Inc.*; *Credit-Bureau Enterprises, Inc. v. Pelo*

Class 6:

Restitution; "Promissory" Restitution

· CB, pp. 288–321.

- Cases *Commerce Partnership 8098 Ltd. Partnership v. Equity*

Contracting Co., Inc.; *Watts v. Watts*; *Mills v. Wyman*; *Webb v. McGowin*

Class 7:

Statute of Frauds; Principles of Interpretation (9 am to 11 am; 12 pm to 1:45 pm)

· CB, pp. 325–36; 347–56; 359–68; 373–85.

- Cases *Crabtree v. Elizabeth Arden Sales Corp.*; *Alaska Democratic Party v. Rice*; *Buffaloe v. Hart*; *Joyner v. Adams*

Class 8:

Principles of Interpretation; The Parol Evidence Rule (9 am to 10 am; 12pm to 1:45 pm)

· CB, pp. 385–430.

- Cases *Frigalment Importing Co. v. B.N.S. International Sales Corp.*; *C & J Fertilizer, Inc. v. Allied Mutual Insurance Co.*; *Thompson v. Libby*; *Taylor v. State Farm Mutual Automobile Insurance Co.*

Class 9:

The Parol Evidence Rule; Implied Terms; Contract Avoidance – Duress, Undue Influence

· CB, pp. 431–39; 457–62; 553–71.

- Cases *Sherrodd, Inc. v. Morrison-Knudsen Co.*; *Wood v. Lucy, Lady Duff-Gordon*; *Totem Marine Tug and Barge, Inc. v. Alyeska Pipeline Service Co.*; *Odorizzi v. Bloomfield School District*

Class 10: Review session

EDUCATIONAL ACTIVITIES



The educational activities will be divided into on-line class with the professor for 30 hours plus readings of the chapters and cases presented in the Syllabus.

The Distribution of the student's workload is measured in hours is the following:	
Lecture/Socratic Method in class periods Note that the Socratic Method involves asking students questions and guiding them to give defensible answers through student / instructor interaction and debate among the students.	30 hours
Evaluation	3 hours
Personal study	45 hours

ASSESSMENT

CONVOCATORIA ORDINARIA

Your grade for the course will be based on your performance on the final examination, which will be proctored on a date and time, to be announced, after the course ends. Although your work on the final examination is expected to be entirely your own, the exam will be "open book" and "open notes." The slides covered in the course, as well as a review document, will also be available to you when you take the final exam.

Your regular, active, and insightful **participation** in class discussions each week is important. I expect everyone to have completed the readings each week and to come to class prepared to participate in our discussions.

CONVOCATORIA EXTRAORDINARIA

Your grade in June will be 100% on the exam.

OFFICE HOURS

- You can write to Prof. Taggart for a personal meeting at c.taggart@surrey.ac.uk. You can meet at his office 1530 in the Library Building.

BIBLIOGRAPHY



Universidad
de Navarra

Course readings:

- Knapp, Crystal, and Prince, *Problems in Contract Law* (7th ed.)
- [Find this book at the Library](#)