



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. Anglo-American doctrines regarding the three main legal interests protected by contract law—expectation, reliance, and restitution—are covered through assigned cases from a US contracts textbook. Then, comparative (US v England & Wales) doctrinal issues are considered, possibly including: (1) performance duties pertaining to good faith and (2) how courts resolve 'unilateral mistake' cases. Finally, the theoretical basis of how Anglo-American jurisdictions generally determine what counts as a contract, the Bargain Theory, is critically compared to a competing theory about what promises should count as contracts, a Law-and-Economic Theory dedicated to the promotion of allocative efficiency instead of a normative fairness principle.

- **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 8 to 21 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.

RESULTADOS DE APRENDIZAJE (Competencias)

De acuerdo con la **Memoria del Grado en Derecho**, las competencias que los estudiantes deben llegar a dominar asociadas a las asignaturas Optativas vinculadas al Anglo-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 estudio que parte de la base de la educación secundaria general, y se suele encontrar a un nivel que, si bien se apoya en libros de texto avanzados, incluye también algunos aspectos que implican conocimientos procedentes de la vanguardia de su campo de estudio.

CB2 - Que los estudiantes sepan aplicar sus conocimientos a su trabajo o vocación de una forma profesional y posean las competencias que suelen demostrarse por medio de la elaboración y defensa de argumentos y la resolución de problemas dentro de su área de estudio.

CB3 - Que los estudiantes tengan la capacidad de reunir e interpretar datos relevantes (normalmente dentro de su área de estudio) para emitir juicios que incluyan una reflexión sobre temas relevantes de índole social, científica o ética.

CB4 - Que los estudiantes puedan transmitir información, ideas, problemas y soluciones a un público tanto especializado como no especializado.

CB5 - Que los estudiantes hayan desarrollado aquellas habilidades de aprendizaje necesarias para emprender estudios posteriores con un alto grado de autonomía



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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 profesionales.

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 doctrinales.

Competencias específicas

CEE1 Conocer los conceptos jurídicos básicos de la tradición jurídica angloamericana de forma que se pueda comunicar en inglés oralmente o por escrito sus principales características en sus ámbitos principales.

PROGRAM

Class 1:

Objective Theory of Contract; Offer and Acceptance in Bilateral Contracts

- (T): pp. 31–48; 54–60.
- Cases
- (T): *Ray v. William G. Eurice & Bros., Inc.*; *Lonergan v. Scolnick*;
 - *Normile v. Miller*

Class 2: (11:00–14:00)

Offer and Acceptance in Unilateral Contracts; [Consideration](#)

- (T): pp. 61–92; 97–104.
- Cases
 - (T): *Petterson v. Pattberg*; *Cook v. Caldwell Banker/Frank Laiben Realty Co.*; *Hamer v. Sidway*

Class 3: (11:00–14:00)

Consideration; Promissory Estoppel

- (T): pp. 104–113; 126–134; 228–235.
- Cases
- (T): *Pennsy Supply, Inc. v. American Ash Recycling Corp.*
 - *of Pennsylvania*; *Plowman v. Indian Refining Co.*; *Katz v. Danny Dare, Inc.*

[Class 4: \(9:00–12:00\)](#)

Promissory Estoppel; The Effect of Pre-Acceptance Reliance; Restitution

- (T): pp. 247–261; 276–288.
- Cases
 - (T): *James Baird Co. v. Gimbel Bros., Inc.*; *Drennan v. Star Paving Co.*; *Credit-Bureau Enterprises, Inc. v. Pelo*

NO CLASS MEETING September 11, 2026

Class 5: (11:00–14:00)

Restitution; “Promissory” Restitution



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- (T): pp. 288–295; 308–321.
- Cases
- (T): *Commerce Partnership 8098 Ltd. Partnership v. Equity Contracting Co., Inc.*; *Mills v. Wyman*; *Webb v. McGowin*

Class 6: (11:00–14:00)

Comparative Doctrinal Law: Good Faith Performance

- (T): pp. 468–479.
- (B): L. Freeman & A. Kenny, 'UK Ruling Adds Clarity to Duty of Good Faith in Contracts'; C. Perry, 'Good Faith in English and US Contract Law'.
- Cases

§ (T): *Seidenberg v. Summit Bank*

§ (B): *Yam Seng Pte v. International Trade Corporation*

Class 7: (9:00–12: 00)

Comparative Doctrinal Law: Mistaken Interpretation of Terms

- (T): pp. 374–376; 385–390.
- Cases

§ (T): *Frigaliment Importing v. International Sales*

§ (B): *Smith v. Hughes*

Class 8: (11:00–14:00)

Normative Law and Economics

Readings, if any, TBA

Class 9: (11:00–14:00)

Moral Fairness Theory versus Efficiency Promotion; Review

Readings, if any, TBA

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



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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 Dr Taggart for a personal meeting at c.taggart@surrey.ac.uk.

BIBLIOGRAPHY

Course readings:

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