

## Preface

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Our work on this book began—or at least our thinking about it began—during a Workshop on Globalizing the Law School Curriculum held by Pacific McGeorge’s Center for Global Business and Development at Lake Tahoe, California, in August 2005. There the authors, along with our colleagues Professor Ronald A. Brand of the University of Pittsburgh School of Law and Professor Victor P. Goldberg of the Columbia Law School, came to realize that the basic law school Contracts course was particularly well-suited for incorporating global perspectives. Unlike, say, Civil Procedure, Property or Torts, the body of U.S. contract law *already* includes basic, globalizing federal law, *i.e.*, the Convention on Contracts for the International Sale of Goods (CISG). Hence, for many of us the basic question was not *whether* globalized issues should be included in a core Contracts course, but *to what extent* should they be explored. This book represents our collective answer to that latter question.

There is also a very important comparative law element in the materials that follow. The Civil Law presents a quite different attitude towards what a contractual promise is. Although the contract law rules of individual jurisdictions other than the U.S. states are useful sources of comparative study and analysis, a more accessible source is the PRINCIPLES OF INTERNATIONAL COMMERCIAL CONTRACTS, an integrated set of international contract law rules developed by the Institute for the Unification of Private Law (commonly known by its French acronym “UNIDROIT”). The UNIDROIT PRINCIPLES is in some respects a “Restatement” of international contract law, and it is invoked throughout this book as a convenient point of entry into the comparative study of Contracts.

Convenience is a legitimate concern in any attempt at globalizing the core law school curriculum. In most U.S. law schools, the first year Contracts course is now limited to four credits or so, and so coverage of international contract law issues must be limited as well. We consider it important to include coverage of basic CISG and comparative concepts in the Contracts course (scope, contract formation, performance and remedies) and to leave more extensive discussion of complex topics to upper division courses like Sales, Payments Systems, and the like. Hence, the modest objective of this book is to ensure that law students will graduate at a minimum with a solid understanding of the basic principles that govern contracts undertaken in a globalized environment.

This book is the result of a happy collaboration among colleagues who have long been concerned with the issues raised in these pages. We thank the Pacific McGeorge Center for Global Business and Development for initiating the Workshop process that led to this collaboration, and the *Global Issues Series* Editor Franklin A. Gevurtz for encouraging it. We also thank Thomson West, and especially Louis Higgins, for creating the conditions that made the collaboration a practical possibility.

Michael P. Malloy thanks his co-authors for their collegiality, creativity, guidance, and patience. He also thanks his wife, Susie A. Malloy, Esq., who provided—as always—unerring editorial insights and assistance. Finally, he thanks the administrative staff of the Center, Connie Neumann and RK Van Every, for their invaluable service.

Louis F. Del Duca thanks Dean Elizabeth Rindskopf Parker, Franklin Gevurtz, and Michael P. Malloy for their energetic and imaginative leadership in contributing to the globalization of legal education.

Keith A. Rowley thanks Michael Malloy, Elizabeth Rindskopf Parker, and Frank Gevurtz for bringing this merry band together in the first place, and Michael, Andy Spanogle, and Louis Higgins and the other folks at West for their understanding and accommodation when a series of family medical crises and deaths arose half a continent away. He also thanks his wife, Katherine, for her love, support, and excellent proofreading skills, and their son, James, for bringing joy into an otherwise difficult year.

Andrea K. Bjorklund is especially grateful to Seán Duggan, Stefan Kröll, Michael Malloy, Rob Mikos, David Snyder, Andy Spanogle, and Sir Guenter Treitel for assistance in preparing her portions of this joint endeavor.

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