

The Convention on Contracts for the International Sale of Goods

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Cases, Materials, and Problems

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For Sally and Sarah

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Foreword

Several years ago, a law professor observed that a law student who graduates without knowledge of the Convention on Contracts for the International Sale of Goods (CISG) will not provide complete service to his or her clients.¹ Since that time, there has been an increased interest in the CISG, but many students still can say little more than they know the CISG exists. Unfortunately, this is also likely to be true of many practicing attorneys and judges.

To the extent there is greater consciousness, it is likely because of the annual Willem C. Vis International Commercial Arbitration Moot that involves hundreds of law schools, students, and arbitrators. Preparing for the Moot is, though, but one reason to study the CISG. The other is more practical. For a transactional lawyer, not knowing the ins and outs of the CISG is comparable to not knowing the UCC thirty years ago.

As contracts professors, we are well aware of the difficulties of fitting the CISG into a four-credit or even six-credit first-year course. This book is designed for a two- or three-credit upper-level course. It is also suitable for those who teach the CISG as part of preparation for the Moot. Although the emphasis is on the CISG, it also raises issues related to Incoterms and includes some comparative commentary.

The authors are especially grateful to the operators of the Pace Law School CISG data base for allowing us to republish many of the cases presented here. In some instances, those cases have been edited prior to our selection of them for inclusion in these materials. In those instances, deletions are noted by “. . .”. Additional edits are indicated by “* * *”.

George Dawson
Jeffrey L. Harrison

1. William S. Dodge, *Teaching the CISG in Contracts*, 50 J. LEG. ED. 72 (2000).

