

INTERNATIONAL BUSINESS TRANSACTIONS: CONTRACTING ACROSS BORDERS

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We Dedicate This Book to:
Pixie

Elsbeth Wallace and Huntly Milne Gordon

Pamela

Susan

PREFACE

This is a special edition adapted from Chapters 1–5, 9 and 11 of the authors' widely used *INTERNATIONAL BUSINESS TRANSACTIONS: A PROBLEM-ORIENTED COURSEBOOK*, now in its 10th edition (2009). The purpose of this volume is to facilitate a focused study of the contractual issues arising out of international sales transactions.

Few lawyers engaged in commercial or corporate law, even those located in the remote corners of the United States, are likely to pass their careers without confronting one or more issues of international business. A New Hampshire sporting goods chain, which wants to purchase a new line of tennis racquets directly from Germany, is introduced to letters of credit in the international context. A North Carolina fast food franchisor is asked by a group of Canadians for the franchise rights for Canada. A California company becomes involved in a series of complaints regarding toys it purchased from a Chinese supplier, and no worries that any claims it has must be resolved under foreign law and in a foreign forum. The list of potential issues can go on and on, but one common element is that both avoiding legal issues, and resolving them once they do arise, begins with the parties' contracts and the law applicable to those contractual dealings.

After a brief introduction to the conduct of business in the world community, the book uses hypothetical problems to present what we believe are some of the most typical and important contract law issues arising out of international sales transactions. This Coursebook also includes an Appendix which introduces the European Union Legal System and there is a Documents Supplement prepared especially for use with the volume. References are made in each problem to those parts of the Documents Supplement which are necessary to an analysis of the problem. It is essential that students use the Documents Supplement in many of the problems. The hypothetical problems provide comparatively brief situations which are intended to make the purpose and relevance of the readings clear. Our choice of problems will not be agreed to by all. But we hope that it will promote a useful teaching method and, with other assigned readings, fulfill many interests.

Most of the problems can easily be extended to multiple class sessions, and many have been divided into two (or more) parts which may help such allocation. This should permit faculty to omit problems which they feel are less relevant to their goals in teaching the course, and to enhance those problems which they feel are most important with other readings.

The Teacher's Manual will help faculty using this volume for the first time, and should assist previous IBT users by comments in the initial paragraphs to each problem which explain changes made in each specific problem. Professors can obtain a looseleaf edition of this coursebook, which facilitates the transfer of teaching notes, from West Group.

Our focus is on lawyers, public and private, as problem solvers. None of us was interested in undertaking this project for the sake of producing a “case-book”. We believed rather that a problem-oriented approach would offer a different perspective for law faculty teaching in this area. We welcome feedback on this special edition.

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TABLE OF CASES

The principal cases are in bold type. Cases cited or discussed in the text are in roman type. References are to pages. Cases cited in principal cases and within other quoted materials are not included.

- Adel Precision Products Corp. v. Grand Trunk Western R. Co.**, 332 Mich. 519, 51 N.W.2d 922 (Mich.1952), 234
- American Bell Intern., Inc. v. Islamic Republic of Iran**, 474 F.Supp. 420 (S.D.N.Y. 1979), 398
- American-European Art Associates, Inc. v. Moquay, 1995 WL 317321 (S.D.N.Y.1995), 566
- Anderson v. Dassault Aviation, 361 F.3d 449 (8th Cir.2004), 547
- Asahi Metal Industry Co., Ltd. v. Superior Court of California, Solano County, 480 U.S. 102, 107 S.Ct. 1026, 94 L.Ed.2d 92 (1987), 500
- Baker Marine (Nig.) Ltd. v. Chevron (Nig.) Ltd., 191 F.3d 194 (2nd Cir.1999), 620
- Banco Espanol de Credito v. State St. Bank & Trust Co., 385 F.2d 230 (1st Cir.1967), 340
- Banco Santander SA v. Banque Paribus**, Court of Appeal (Civil Division), 2000, p. 364
- Bankston v. Toyota Motor Corp.**, 889 F.2d 172 (8th Cir.1989), 564
- Bergesen v. Joseph Muller Corp., 548 F.Supp. 650 (S.D.N.Y.1982), 617
- Berisford Metals Corp. v. S/S Salvador**, 779 F.2d 841 (2nd Cir.1985), 140
- Biddell Bros. v. E. Clemens Horst Co., [1912] A.C. 18 (H.L.), 119
- Bonny v. Society of Lloyd's**, 3 F.3d 156 (7th Cir.1993), 528
- Bridgestone/Firestone, Inc., In re, 190 F.Supp.2d 1125 (S.D.Ind.2002), 573
- Broadcast Music, Inc. v. Columbia Broadcasting System, Inc., 441 U.S. 1, 99 S.Ct. 1551, 60 L.Ed.2d 1 (1979), 424
- Bulova Watch Co., Inc. v. K. Hattori & Co., Ltd., 508 F.Supp. 1322 (E.D.N.Y.1981), 548
- Carnival Cruise Lines, Inc. v. Shute, 499 U.S. 585, 111 S.Ct. 1522, 113 L.Ed.2d 622 (1991), 527
- Carolina Power & Light Co. v. Uranex, 451 F.Supp. 1044 (N.D.Cal.1977), 620
- C-Art, Ltd. v. Hong Kong Islands Line America, S.A., 940 F.2d 530 (9th Cir.1991), 76
- Central National-Gottesman, Inc. v. M.V. "Gertrude Oldendorff", 204 F.Supp.2d 675 (S.D.N.Y.2002), 533
- Chromalloy Aeroservices v. Arab Republic of Egypt, 939 F.Supp. 907 (D.D.C.1996), 620
- C.I.L.F.I.T. SRL v. Ministro Della Sanita**, 1982 Eur.Comm.Rep. 3415 (E.C.J.), 648
- Clark v. Matsushita Elec. Indus. Co., Ltd., 811 F.Supp. 1061 (M.D.Pa.1993), 548
- Color Systems, Inc. v. Meteor Photo Reprographic Systems, Inc., 1987 WL 11085 (D.D.C.1987), 548
- Commission v. United Kingdom**, 1982 Eur. Comm.Rep. 2601 (E.C.J.), 636
- Continental T. V., Inc. v. GTE Sylvania Inc., 433 U.S. 36, 97 S.Ct. 2549, 53 L.Ed.2d 568 (1977), 462
- Corsec, S.L. v. VMC Intern. Franchising, LLC, 909 So.2d 945 (Fla.App. 3 Dist.2005), 533
- C. Sharpe & Co., Ltd. v. Nosawa & Co., [1917] 2 K.B. 814, p. 179
- Delgado v. Shell Oil Co., 890 F.Supp. 1324 (S.D.Tex.1995), 575
- Dynamics Corp. of America v. Citizens and Southern Nat. Bank, 356 F.Supp. 991 (N.D.Ga.1973), 378, 382
- Easton v. Strassburger, 152 Cal.App.3d 90, 199 Cal.Rptr. 383 (Cal.App. 1 Dist.1984), 378
- Ecuadorian Shrimp Litigation, In re, Case No. 94-10138-27 (1999), 574
- GEMA, In re, 11 Common Mkt.L.Rep. 694 (1972), 424
- Gill & Duffus S.A. v. Berger & Co., [1984] 1 All E.R. 438 (H.L.), 119
- Goto v. Malaysia Airline**, 35 Minshū (No. 7) 1224 (S.Ct.1981), 554
- Hadley v. Baxendale, 156 Eng.Rep. 145 (1854), 111
- Hargrave v. Fibreboard Corp., 710 F.2d 1154 (5th Cir.1983), 548
- Harris Corp. v. National Iranian Radio and Television**, 691 F.2d 1344 (11th Cir. 1982), 404
- Hilton v. Guyot, 159 U.S. 113, 16 S.Ct. 139, 40 L.Ed. 95 (1895), 506

- Hual As v. Expert Concrete, Inc.**, 2002 A.M.C. 741 (N.Y.Supp.2001), **231**
- Industria Nacional Del Papel, CA. v. M/V Albert F.**, 730 F.2d 622 (11th Cir.1984), **248**
- In re (see name of party)**
- Instituto Nacional De Comercializacion Agrícola (Indeca) v. Continental Illinois Nat. Bank and Trust Co.**, 858 F.2d 1264 (7th Cir. 1988), 378
- Jain Irr. System, Ltd. v. Chemcolit, Inc.**, 2000 WL 1802069 (S.D.Tex.2000), **246**
- JH Rayner and Company, Ltd. v. Hambros Bank Ltd.**, [1943] 1 K.B. 37 (C.A.), **304**
- Johnson v. Davis**, 480 So.2d 625 (Fla.1985), 378
- Laminoirs-Trefileries-Cableries de Lens, S. A. v. Southwire Co.**, 484 F.Supp. 1063 (N.D.Ga.1980), 619
- La Societe Nationale v. Shaheen Natural Resources Co., Inc.**, 585 F.Supp. 57 (S.D.N.Y. 1983), 617
- Lubbe v. Cape PLC**, [2000] 2 Lloyd's Rep. 383 (H.L.), 503, 576
- Maurice O'Meara Co. v. National Park Bank of New York**, 239 N.Y. 386, 146 N.E. 636 (N.Y.1925), 342
- MBM Fisheries, Inc. v. Bollinger Mach. Shop and Shipyard, Inc.**, 60 Wash.App. 414, 804 P.2d 627 (Wash.App. Div. 1 1991), 566
- McCreary Tire & Rubber Co. v. CEAT S.p.A.**, 501 F.2d 1032 (3rd Cir.1974), 620
- Mid-America Tire, Inc. v. PTZ Trading Ltd.**, 95 Ohio St.3d 367, 768 N.E.2d 619 (Ohio 2002), **343**
- Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.**, 473 U.S. 614, 105 S.Ct. 3346, 87 L.Ed.2d 444 (1985), **601**
- Morales v. Ford Motor Co.**, 313 F.Supp.2d 672 (S.D.Tex.2004), 575
- M/S Bremen v. Zapata Off-Shore Co.**, 407 U.S. 1, 92 S.Ct. 1907, 32 L.Ed.2d 513 (1972), **523**
- National Oil Corp. v. Libyan Sun Oil Co.**, 733 F.Supp. 800 (D.Del.1990), **608**
- Ocean Tramp Tankers Corp. v. V/O Sovfracht (The Eugenia)**, [1964] 1 All E.R. 161 (C.A.), **151**
- Owusu v. Jackson**, C-281/02 [2005] E.C.R. 0, pp. 503, 576
- Parsons & Whittemore Overseas Co., Inc. v. Societe Generale De L'Industrie Du Papier (RAKTA)**, 508 F.2d 969 (2nd Cir. 1974), **596**
- Patrickson v. Dole Food Company, Inc.**, Civ. No. 97-01516 (Haw.1998), 574
- Pere Marquette Ry. Co. v. J.F. French & Co.**, 254 U.S. 538, 41 S.Ct. 195, 65 L.Ed. 391 (1921), 76, 243
- Piper Aircraft Co. v. Reyno**, 454 U.S. 235, 102 S.Ct. 252, 70 L.Ed.2d 419 (1981), **570**
- Porky Products, Inc. v. Nippon Exp. U.S.A., Inc.**, 1 F.Supp.2d 227 (S.D.N.Y.1997), 243
- Republic of Bolivia v. Philip Morris Companies, Inc.**, 39 F.Supp.2d 1008 (S.D.Tex. 1999), **572**
- Roman Ceramics Corp. v. Peoples Nat. Bank**, 714 F.2d 1207 (3rd Cir.1983), 414
- Scotch Whiskey Ass'n v. Barton Distilling Co.**, 489 F.2d 809 (7th Cir.1973), 422
- Seaver v. Lindsay Light Co.**, 233 N.Y. 273, 135 N.E. 329 (N.Y.1922), 179
- Sinochem Intern. Co. Ltd. v. Malaysia Intern. Shipping Corp.**, 549 U.S. 422, 127 S.Ct. 1184, 167 L.Ed.2d 15 (2007), 497
- Societe Nationale Industrielle Aerospatiale v. United States Dist. Court for Southern Dist. of Iowa**, 482 U.S. 522, 107 S.Ct. 2542, 96 L.Ed.2d 461 (1987), 505
- Sperry Intern. Trade, Inc. v. Government of Israel**, 689 F.2d 301 (2nd Cir.1982), 414
- Sperry Intern. Trade, Inc. v. Government of Israel**, 670 F.2d 8 (2nd Cir.1982), 414
- Spier v. Calzaturificio Tecnica, S.p.A.**, 71 F.Supp.2d 279 (S.D.N.Y.1999), **611**
- Spier v. Calzaturificio Tecnica S.p.A. (Spier I)**, 663 F.Supp. 871 (S.D.N.Y.1987), 620
- Sun Trust Bank v. Sun International Hotels, Ltd.**, 184 F.Supp.2d 1246 (S.D.Fla.2001), 528
- Sztejn v. J. Henry Schroder Banking Corp.**, 177 Misc. 719, 31 N.Y.S.2d 631 (N.Y.Sup. 1941), 342
- Toepfer v. Continental Grain Co.**, [1974] 1 Lloyd's Rep. 11 (C.A.), 119
- Twohy v. First Nat. Bank of Chicago**, 758 F.2d 1185 (7th Cir.1985), **585**
- Union Carbide Corp. Gas Plant Disaster at Bhopal, India in Dec., 1984, In re**, 809 F.2d 195 (2nd Cir.1987), **577**
- Voest-Alpine Trading Co. v. Bank of China**, 167 F.Supp.2d 940 (S.D.Tex.2000), **313**
- Volkswagenwerk Aktiengesellschaft v. Schlunk**, 486 U.S. 694, 108 S.Ct. 2104, 100 L.Ed.2d 722 (1988), **559**
- World-Wide Volkswagen Corp. v. Woodson**, 444 U.S. 286, 100 S.Ct. 559, 62 L.Ed.2d 490 (1980), 500
- Ziraat Bankasi v. Standard Chartered Bank**, 84 N.Y.2d 480, 619 N.Y.S.2d 690, 644 N.E.2d 272 (N.Y.1994), **253**

SUMMARY OF CONTENTS

	Page
PREFACE	v
ACKNOWLEDGMENTS	vii
TABLE OF CASES	xxi

PART 1. THE CONDUCT OF BUSINESS IN THE WORLD COMMUNITY

Chapter 1. Commerce or Isolation: The Decision to Contract Across Borders	2
Chapter 2. The Actors: The Nations and Institutions of International Trade and Contracting	13
Section 2.1 Who Are the Foreign Traders?	13
Section 2.2 Nonmarket Economies and State Trading Organizations	17
Section 2.3 Dependent, Developing and Advanced Developing Countries. The New International Economic Order and a Law of Development	18
Section 2.4 International Economic Institutions	20
Section 2.5 The Role of Counsel in International Business	25
Chapter 3. Forms of International Business	44
Section 3.1 Trading Goods Across Borders: Exports and Imports....	44
Section 3.2 Licensing Production Abroad	46
Section 3.3 Foreign Investment	48

PART 2. INTERNATIONAL TRADING OF GOODS

Chapter 4. Agreements for the International Trading of Goods	52
Introduction 4.0 The Basic Transaction—Toys to Greece.....	52
Problem 4.1 Formation of an International Transaction: Insulation to Germany	80
Problem 4.2 Commercial Terms, Bills of Lading and Insurance—Books to Bath	111
Problem 4.3 Wars and Other Frustrations: Oil From Araby	146
Problem 4.4 Electronic Commerce: Outbound Organics Company and Digital Goods Ltd.	185
Problem 4.5 The Bill of Lading: Computers to Caracas	225
Problem 4.6 Selling Through Distributorships/Agents and the Use of Countertrade: Growfast in Mexico and Russia	258

	Page
Chapter 5. Financing the International Sale of Goods	290
Introduction 5.0 Letters of Credit	290
Problem 5.1 The Letter of Credit and Electronic Communication: Gold Watch Pens For France	293
Problem 5.2 Enjoining Payment of Letters of Credit for Fraud: VCRS From China.....	341
Problem 5.3 Standby Letters of Credit: Electronics to Israel	380
PART 3. TRANSFERS OF TECHNOLOGY	
Chapter 6. Licensing, Theft and Protection of Intellectual Property	416
Introduction 6.0 Intellectual Property and International Transactions ...	416
Problem 6.1 Franchising and Trademark Licensing: Colonel Chicken Goes Abroad.....	428
Problem 6.2 Patent and Knowhow Licensing: Oil Drilling Bits in Germany and Mexico	463
PART 4. DISPUTE SETTLEMENT	
Chapter 7. The Resolution of International Disputes	494
Introduction 7.0 The Resolution of Business Disputes.....	494
Problem 7.1 Resolution of International Disputes: Televisions Everywhere: Choice of Forum and Jurisdiction	520
Problem 7.2 Service of Process, Forum Non Conveniens and Choice of Law: Orchid Fertilizer to Venezuela	557
Problem 7.3 International Enforcement of Foreign Arbitral Awards: Cars From Malaysia	591
Appendix. The European Union	622
INDEX	653

TABLE OF CONTENTS

	Page
PREFACE	v
ACKNOWLEDGMENTS.....	vii
TABLE OF CASES.....	xxi

PART 1. THE CONDUCT OF BUSINESS IN THE WORLD COMMUNITY

Chapter 1. Commerce or Isolation: The Decision to Contract Across Borders	2
<i>Questions and Comments</i>	11
Chapter 2. The Actors: The Nations and Institutions of International Trade and Contracting	13
Section 2.1 Who Are the Foreign Traders?	13
Section 2.2 Nonmarket Economies and State Trading Organizations	17
Section 2.3 Dependent, Developing and Advanced Developing Countries. The New International Economic Order and a Law of Development	18
Section 2.4 International Economic Institutions	20
Section 2.5 The Role of Counsel in International Business	25
Recognizing and Heeding Cultural Differences Can Be Key to International Business Success.....	29
Danian Zhang and Kenji Kuroda, Beware of Japanese Negotiation Style: How to Negotiate With Japanese Companies	33
Robert S. Vineberg, Globalisation of the Legal Profession: Workshop at the Paris Conference	36
Detlev F. Vagts, The International Legal Profession: A Need for More Governance?	38
<i>Questions and Comments</i>	43
Chapter 3. Forms of International Business	44
Section 3.1 Trading Goods Across Borders: Exports and Imports....	44
Section 3.2 Licensing Production Abroad	46
Section 3.3 Foreign Investment	48

PART 2. INTERNATIONAL TRADING OF GOODS

Chapter 4. Agreements for the International Trading of Goods	52
Introduction 4.0 The Basic Transaction—Toys to Greece.....	52
Part A. Factors to Consider—How Is an International Commercial Transaction Different From a Domestic One?	52

		Page
	Part B. The Sales Contract	54
	Part C. The Letter of Credit	59
	Part D. Seller Ships the Goods	61
	Part E. Payment of Seller	72
	<i>Questions and Comments</i>	75
Problem 4.1	Formation of an International Transaction: Insulation to Germany	80
Sec.		
	I. The Setting	80
	II. Focus of Consideration	81
	III. Readings, Questions and Comments	81
	Part A. The Traditional Analysis—Conflicts of Law	81
	Gonzalez, Switzerland and Europe: International Contracts and Characteristic Performance	82
	Juenger, the E.E.C Convention on the Law Applicable to Contractual Obligations: An American Assessment	83
	J. White and R. Summers, Uniform Commercial Code	85
	Stemp, a Comparative Analysis of the “Battle of the Forms”	89
	<i>Questions and Comments</i>	91
	Part B. Enter International Law (Herein of CISG)	95
	Dimatteo, Dhooge, Greene, Maurer and Pag- nattaro, The Interpretive Turn in Interna- tional Sales Law: An Analysis of Fifteen Years of CISG Jurisprudence	96
	Brand, Professional Responsibility in a Transnational Transactions Practice	100
	Perillo, UNIDROIT Principles of International Commercial Contracts: The Black Letter Text and a Review	101
	Bonell, the CISG, European Contract Law and the Development of a World Contract Law	104
	R. Folsom, M. Gordon and J. A. Spanogle, International Business Transactions in a Nutshell	105
	<i>Questions and Comments</i>	106
	Part C. How Can Clients Avoid This Problem? ..	110
	<i>Questions and Comments</i>	110
Problem 4.2	Commercial Terms, Bills of Lading and Insurance— Books to Bath	111
Sec.		
	I. The Setting	111
	II. Focus of Consideration	113
	III. Readings, Questions and Comments	114
	Murray, Schmitthoff's Export Trade: The Law and Practice of International Trade	114

		Page
Sec.		
	N. Horn and C. Schmitthoff, The Transnational Law of International Commercial Transactions	116
	R. Folsom M. Gordon, J. A. Spanogle, principles of International Business Transactions, Trade and Economic Relations	118
	<i>Comments</i>	119
	Incoterms	120
	International Chamber of Commerce, Incoterms in Practice	127
	Spanogle, Incoterms and UCC Article 2—Conflicts and Confusions	131
	<i>Author's Note on UCC Revisions</i>	132
	<i>Questions and Comments</i>	133
	W. Tetley, Marine Cargo Claims	135
	N. Horn & C. Schmitthoff, The Transnational Law of International Commercial Transactions	138
	Berisford Metals Corp. v. S/S Salvador	140
	<i>Questions and Comments</i>	145
Problem 4.3	Wars and Other Frustrations: Oil From Araby	146
Sec.		
	I. The Setting	146
	II. Focus of Consideration	149
	III. Readings, Questions and Comments	150
	Part A. Picking up the Pieces	150
	Ocean Tramp Tankers Corp. v. V/O Sovfracht (The Eugenia)	151
	J. White and R. Summers, Uniform Commercial Code	156
	J. Honnold, Uniform Law for International Sales	158
	Spivak, of Shrinking Sweat Suits and Poison Vine Wax: A Comparison of Basis for Excuse under UCC § 2-615 and CISG Article 79	160
	Rapsomanikis, Frustration of Contract in International Trade Law & Comparative Law	162
	Baker, "A Hard Rain's a-Gonna Fall"—Terrorism and Excused Contractual Performance in a Post September 11th World	168
	Perillo, Force Majeure and Hardship Under the UNIDROIT Principles of International Commercial Contracts	177
	<i>Comment on Measuring Damages for Non-Delivery</i>	179
	<i>Questions and Comments</i>	181
	Part B. Counselling During Contract Drafting ...	184
	<i>Questions and Comments</i>	184
Problem 4.4	Electronic Commerce: Outbound Organics Company and Digital Goods Ltd.	185
Sec.		
	I. Facts	185
	II. Focus of Consideration	186
	III. Readings, Questions and Comments	187

	Page
Sec.	
	Zaremba, International Electronic Transaction Contracts Between U.S. and EU Companies and Customers 187
	Cordera, E-Consumer Protection: A Comparative analysis of EU and US Consumer Protection on the Internet 209
	Andrews, Electronic Commerce: Lessons Learned From the European Legal Model 215
	<i>Questions and Comments</i> 223
Problem 4.5	The Bill of Lading: Computers to Caracas 225
Sec.	
I.	The Setting 225
II.	Focus of Consideration 226
III.	Readings, Questions and Comments 227
Part A.	Forged Indorsements and Misdelivery ... 227
	C. Schmitthoff, Export Trade 227
	Schoenbaum, Admiralty and Maritime Law .. 230
	Hual As v. Expert Concrete, Inc. 231
	<i>Author's Note on UCC Revised Article 7</i> 234
	Adel Precision Products Corp. v. Grand Trunk Western R. Co. 234
	Laryea, Paperless Trade: Opportunities, Changes, Solutions 236
	<i>Questions and Comments</i> 242
Part B.	Misdescription and Disclaimers of Description 244
	W. Tetley, Marine Cargo Claims 244
	Jain Irrigation System, Ltd. v. Chemcolit, Inc. 246
	Industria Nacional Del Papel, CA. v. M/V Albert F 248
	<i>Questions and Comments</i> 249
Part C.	Forged Bills of Lading 251
	Powles and Hazlewood, Maritime Fraud—I .. 251
	G. Gilmore and C. Black, The Law of Admiralty 253
	T.C. Ziraat Bankasi v. Standard Chartered Bank 253
	<i>Questions and Comments</i> 256
Problem 4.6	Selling Through Distributorships/Agents and the Use of Countertrade: Growfast in Mexico and Russia 258
Sec.	
I.	The Setting 258
II.	Focus of Consideration 259
III.	Readings, Questions and Comments 260
Part A.	Sales Agent and Distributorship Agreements 260
	Adapted From Ralph H. Folsom, Michael Wallace Gordon and John A. Spanogle, Jr., International Business Transactions 261
	Eduardo Siqueiros, Legal Framework for the Sale of Goods Into Mexico 266

Sec.		Page
	Establishing an Agency or Distributorship in Mexico	267
	<i>Questions and Comments</i>	269
	Adapted From Ralph H. Folsom, Michael Wallace Gordon and John A. Spanogle, Jr., International Business Transactions	271
	<i>Question and Comment</i>	274
Part B.	Countertrade	274
	“Back to Barter”	276
	McVey, “Countertrade: Commercial Practices, Legal Issues and Policy Dilemmas”	277
	Beckerman, “Statement”	279
	Soltysinsky, “Statement: In Defense of Countertrade”	280
	George Cassidy, Financing Strategies—Barter’s Rebirth	282
	Offsets in Defense Trade (Tenth Study)	283
	<i>Questions and Comments</i>	286
Chapter 5.	Financing the International Sale of Goods	290
Introduction 5.0	Letters of Credit	290
	Folsom, Gordon and Spanogle, International Business Transactions in a Nutshell	291
Problem 5.1	The Letter of Credit and Electronic Communication: Gold Watch Pens For France	293
Sec.		
	I. The Setting	293
	II. Focus of Consideration	296
	III. Readings, Questions and Comments	297
	Pietrzak, Sloping in the Right Direction: A First Look at the UCP 600 and the New Standards as Applied to Voest-Alpine	298
	Xiang and Buckley, The Unique Jurisprudence of Letters of Credit: Its Origin and Sources	301
	JH Rayner and Company, Ltd. v. Hambros Bank Ltd. ..	304
	Adodo, Conformity of Presentation Documents and a Rejection Notice in Letters of Credit Litigation: A tale of two Doctrines	307
	Voest-Alpine Trading USA Corp. v. Bank of China	313
	Uniform Customs and Practice for Documentary Credits (2007 Revision)	320
	Bergami, What Can UCP 600 Do for You?	328
	Pietrzak, Sloping in the Right Direction: A First Look at the UCP 600 and the New Standards as Applied to Voest-Alpine	332
	Folsom, Gordon and Spanogle, International Business Transactions In a Nutshell	337
	<i>Questions and Comments</i>	338
Problem 5.2	Enjoining Payment of Letters of Credit for Fraud: VCRS From China	341
Sec.		
	I. The Setting	341
	II. Focus of Consideration	342
	III. Readings, Questions and Comments	343

	Page
Sec.	
Mid-America Tire, Inc. v. PTZ Trading Ltd.	343
Dolan, "Documentary Credit Fundamentals: Comparative Aspects"	355
Smith, "Irrevocable Letters of Credit and Third Party Fraud: The American Accord"	358
Banco Santander SA v. Banque Paribus	364
GAO, The Fraud Rule in Law of Letters of Credit in the P.R.C.	367
<i>Questions and Comments</i>	376
Problem 5.3 Standby Letters of Credit: Electronics to Israel	380
Sec.	
I. The Setting	380
II. Focus of Consideration	381
III. Readings, Questions and Comments	383
Blau and Jedzig, Bank Guarantees to Pay Upon First Written Demand in German Courts	384
Goode, Abstract Payment Undertakings in International Transactions	386
Turner, The United Nations Convention on International Standby Letters of Credit: How Would It Change Existing Letter of Credit Law in the United States?	389
Turner, New Rules For Standby Letters of Credit: The International Standby Practices	392
Nielsen and Nielsen, Standby Letters of Credit and the ISP 98: A European Perspective	394
American Bell Int'l., Inc. v. Islamic Republic of Iran	398
Harris Corp. v. National Iranian Radio and Television	404
Kimball and Sanders, Preventing Wrongful Payment of Guaranty Letters of Credit—Lessons From Iran	409
<i>Questions and Comments</i>	411

PART 3. TRANSFERS OF TECHNOLOGY

Chapter 6. Licensing, Theft and Protection of Intellectual Property	416
Introduction 6.0 Intellectual Property and International Transactions ...	416
Problem 6.1 Franchising and Trademark Licensing: Colonel Chicken Goes Abroad	428
Sec.	
I. The Setting	428
II. Focus of Consideration	429
III. Readings, Questions and Comments	430
Part A. Preparing to Franchise Abroad	430
P. Zeidman, Memorandum to Foreign Counsel: An Introduction to International Franchising	430
Pengilley, Legal and Commercial Aspects of International Franchising—Problems in Their Negotiation	431
G. Glickman, Typical Franchise Agreements (Fast Food Franchise)	433
<i>Questions and Comments</i>	441