

## **030062 KU Conflict of Laws - Selected Issues | University of Vienna, 2010/11**

### **Basic Information**

2 Hours, 3,0 ECTS credits

Continuous assessment of course work

Language of instruction: English

Instructor: Dr. Thomas Thiede, LL.M. (Email: [thomas.thiede@oeaw.ac.at](mailto:thomas.thiede@oeaw.ac.at))

As indicated by its title, this series of lectures will focus on selected issues in Conflict of Laws, as it is applied by courts in the European Union. By including numerous examples, the instructor emphasizes the interdisciplinary nature of the subject and thus the many relevant connections between private international law and substantive law, especially as regards contractual and delictual matters (e.g.) in cases concerning contracts for the cross-border sale of goods or torts.

### **Aims & Intended Outcomes**

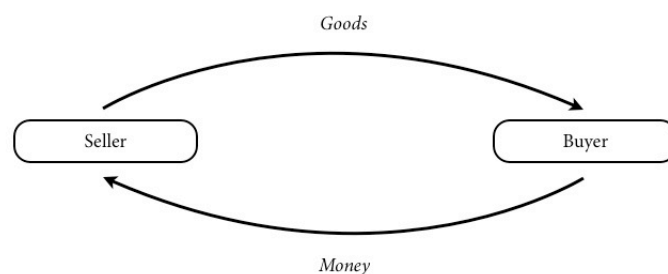
This course will cover the most important European regulations on the topic, considered in context with specific ECJ case law and will involve analysis of relevant text and cases. Participants should obtain advanced knowledge of the relevant European rules and existing ECJ case law as well as instruction and practice in the analysis of relevant texts and cases.

### **Assessment**

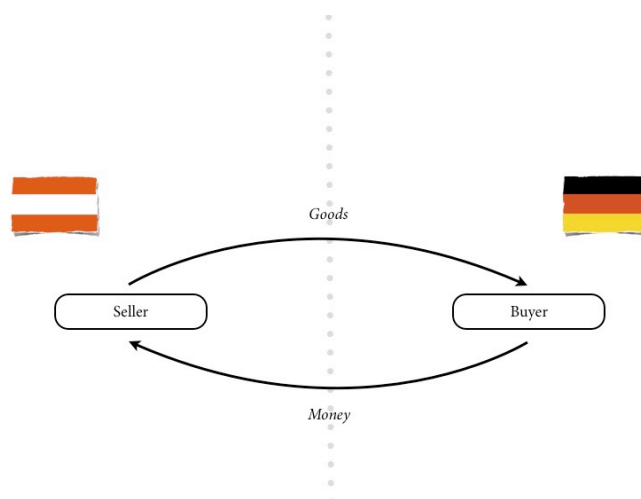
Continuous assessment of course work will be weighted 50% – oral contribution to lecture and 50% – a short essay (2-3 pages, font: Times New Roman 12 point, line spacing: 1.5) due January 18, 2010. Proposed essay titles must be submitted by email for approval by 31.12.2010 ([thomas.thiede@oeaw.ac.at](mailto:thomas.thiede@oeaw.ac.at)).

**Handout, October 12, 2010 – Cases****Case 1a**

*Seller A (in Austria) and buyer B (also in Austria) make a contract for the delivery of certain goods in Austria on October 11, 2010. The contract specifies the nature of the goods to be delivered, as well as the price to be paid, but it does not designate the applicable substantive law, nor does it designate a specific forum (court) for the resolution of the disputes which might arise. When A delivers the goods on October 12, 2010, B refuses to take delivery or pay for them. A then sues B for damages in a court in Austria.*

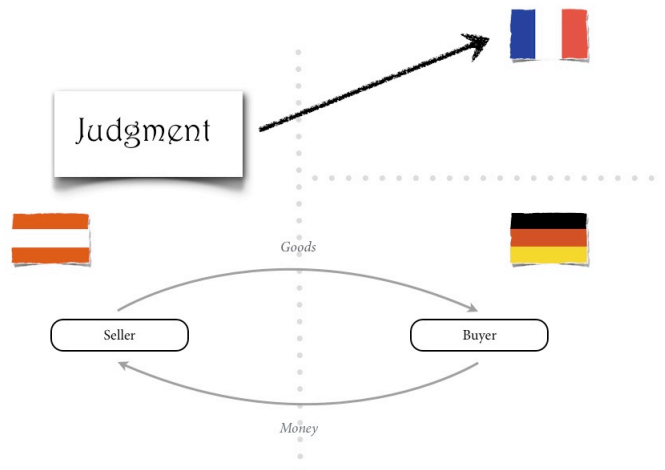
**Case 1b**

*Seller A (in Austria) and buyer B (in Germany) make a contract for delivery of certain goods in Germany on October 11, 2010. The contract specifies the nature of the goods, as well as the price to be paid, but it does not designate the applicable substantive law, nor does it designate a specific forum for the resolution of disputes which might arise. When A delivers the goods on October 12, 2010, B refuses to accept or pay for them. A then sues B for damages in an Austrian court.*



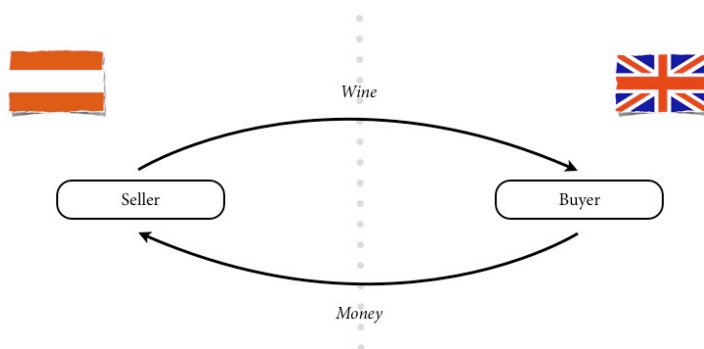
### Case 1c

Same Facts as Case 1b. A court in Austria renders a judgment against B on the basis of German law (i.e. A is awarded damages), but B – who has substantial assets in France – fails to pay A the damages awarded.



### Case 2

Two companies enter into a contract of sale. The seller is domiciled in Austria; the buyer is domiciled in England. According to the contract of sale, the English company will buy 200 bottles of Austrian wine. The Austrian company delivers the wine but the English company does not pay and argues that the quality of the wine is not in accordance with the contract.



Handout, October 12, 2010 – (essential) Keynote Slides

