

EDELNet eLibrary Vol. 3 | Jul - Oct 2016

Edelnet E-Library News

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**Erasmus+**

Funded by the European Union

Editorial



Berlin was already the place for Summerschool of the Three institutions involved in EDELNET. The two weeks were in 2010 for the students of the Bachelor in Law. It was a hot summer and two weeks of intense work for FERN UNI, OU and UNED undergraduate students. The summer of 2016, less hot, brought more students from the three Law Faculties since the first week was for the Masters Level and the second for Bachelor.

The FERN UNI Local Study center in Berlin is in a splendid place just a step away from the Spree, Museum Island and Humboldt University in whose “mensa” we could have the daily lunch.

For sixteen professors German, Spanish, Greek, Dutch... and for forty students from Germany, Holland and Spain this was an occasion to meet and to discuss legal issues. We were working conscientiously in an intense way, and we all enjoy each other, the surrounding areas and a city as suggestive as Berlin is.

I hope it's not the last time that Berlin welcomes us in EDELNET activities. And at a particular level, I hope to return soon to have a “currywurst”, a symbolic gastronomic dish, very representative of the multicolor cultural mosaic that Berlin supposes today. No European capital has had a cosmopolitan development as intense and rapid as Berlin since it was renamed Germany's capital.

Prof. Dr. Pablo de Diego

Deputy to Dean in UNED Faculty of Law.
Faculty of Law

Walking into the classroom,...



...directly from the streets of Berlin, between coffee shops and churches, offices and museums and just a few steps away from the Spree river, we meet with teachers and students from Germany, Spain and the Netherlands. This is an experience both relaxed and thrilling! It is an intense week, with continuous discussions, presentations, coffee, lectures, lunches and debates. Jumping from 'fully qualified lawyer' to Constitutional courts and the role of the media, we learn about our shared views as well as our differences, while making new friends and strolling through this great city.

We share a world of law, and now we understand each other a little bit better.

*Michiel van Oosterzee
Open Universiteit*



Order! Order!



All Students of this year's LL.B. Summer School in Law will remember this call which sounded through the room in one session of the program.

This call was not meant to silence disruptive students, but it was part of an interesting roleplay, in which the participating students were supposed to discuss a controversial draft bill in the parliament of the state of Transdanubia. This roleplay was supposed to continue a line of student-centered and activating sessions in this year's LL.B. Summer School.

After a start into the week with a wrap-up session of the Legal English e-Course, the students were able to act as mothers and fathers of the constitution of the state of transdanubia. Guided by Prof. Dres. Spormans (OU NL), Garcia Atance (UNED) and Dr. Zeiske (FernUni) mixed groups from all participating universities provided the fictional "Ministry of the Interior" of Transdanubia with inventive and interesting ideas for a new constitution.

After the aforementioned Roleplay "Order! Order!", which was guided by Prof. Burguera (UNED), Mr. van Osterzee (OU NL) and Mr. Szuka (FernUni) the students discussed actual problems of the financial crisis within Europe from the perspective of "Northern" and Southern" states of Europe as well, as from an EU-perspective.

The discussions were led by Prof. Dres Haratsch (FernUni), Spormans (OU NL), de Diego (UNED) and as a guest lecturer by Prof. Dr. Melissas from Athens.

*Nils Szuka
Leiter Zentralbereich*

Differences between Parliamentary and Presidential system



Summary of the lecture given by Dr. Leyre Burguera Ameave (UNED)

The lecture addressed the issue of differences between parliamentary and presidential system.

In the case of the presidential system, I explained a series of its features such as: rigid separation of powers (the President and the Congress are independent), the fact that the President is head of State and of Government, etc. For that I used as a model or reference country: USA.

On the other hand, I presented the special relevance of the parliamentary system and their most relevant characteristics: the separation between the head of State and the Government (and the modalities and evolution: Republic and Monarchy), the collaboration of powers (the Government par-

ticipates in Parliament's Works and the Parliament controls the Government) and the special link between powers (the Government always required the Parliament's confidence which can overthrow the Government and the Government can dissolve Parliament).

For explain that system I used as a model or reference country: UK. In short, I made a brief introduction of the political and institutional context of the case-study B to try to help students to resolve the case with success.

Formation of contract



Summary of the lecture given by Dr. Francisco Javier Jiménez Muñoz (UNED)

Part II of the UN Convention on Contracts for the International Sale of Goods (Vienna Convention, CISG) sets out rules for the formation of an international sales contract: a contract is concluded when an acceptance of an offer becomes effective (art. 23).

We talked in our lecture about these topics:

a) Offer (art. 14 CISG): when a proposal to conclude a contract constitutes an offer that, if accepted by the addressee, will lead to the conclusion of a contract under the Convention, and whether a statement or other conduct rejecting an offer constitutes a counter-offer.

b) When offer becomes effective (art. 15): when it “reaches” the offeree, as it is defined by art. 24. Up to then, offeror may withdraw its offer: the withdrawal must reach the offeree before or at the same time as the offer.

c) Revocability of offer (art. 16): rules for the effective revocation of an offer, and when the revocation of an offer is not possible.

d) Rejection of offer (art. 17): an offer terminates when a rejection reaches the offeror, in the terms of art. 24.

e) Acceptance of offer (art. 18): what constitutes the acceptance of an offer, and when an acceptance is effective.

f) Modified acceptance of offer (art. 19): a purported acceptance which modifies the offer is a rejection of the offer and is considered instead to be a counter-offer, with an exception for immaterial modifications to which the offeror does not object, being considered material alterations those related to the matters listed in paragraph.

g) Time fixed for acceptance of offer (art. 20): rules for calculating the time in which an offeree must accept an offer.

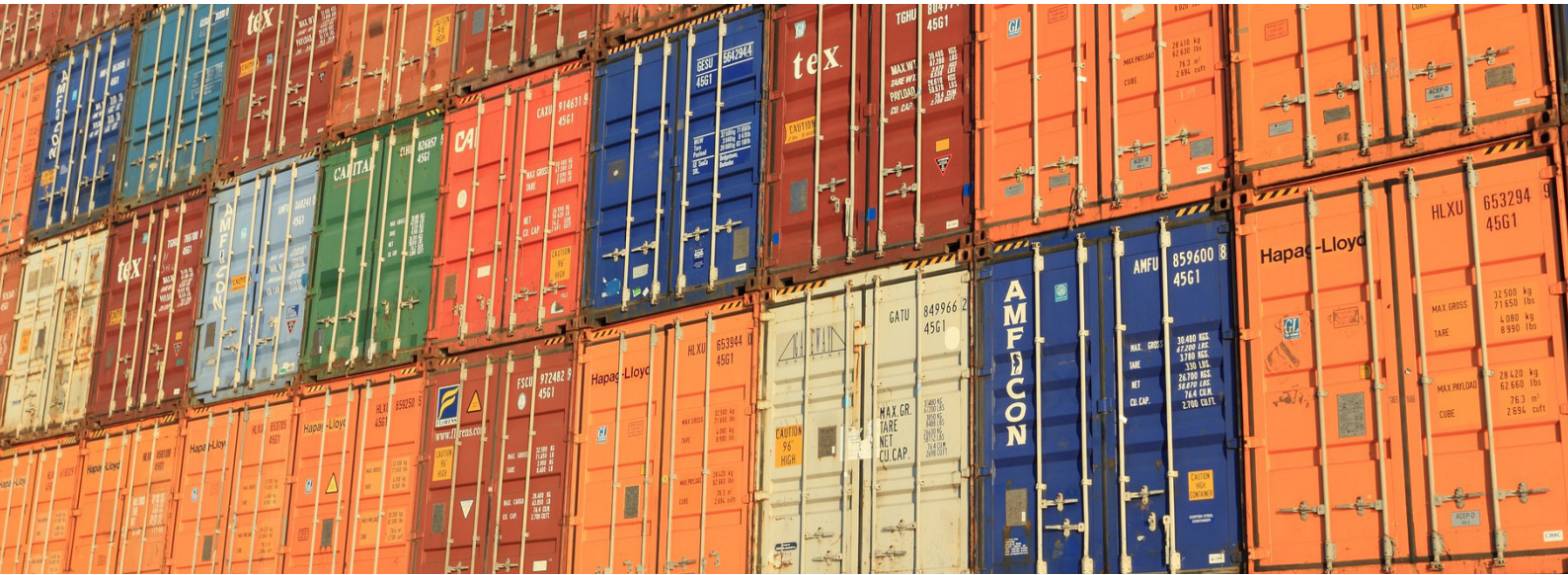
h) Late acceptance of offer (art. 21): a late acceptance is nevertheless effective if the conditions set out are satisfied.

i) Withdrawal of acceptance of offer (art. 22): an offeree may withdraw its acceptance if the withdrawal reaches the offeror before or at the same time as the acceptance becomes effective.

j) Time of conclusion of contract (art. 23): a contract is concluded when an acceptance of an offer becomes effective (offer-acceptance paradigm).

k) When a communication “reaches” the other party (art. 24): when it is made orally to him or delivered by any other means to him personally, to his place of business or mailing address or his habitual residence.

Introduction to the CISG and applicability



Summary of the lecture given by Prof. Dr. Karl August Prinz Von Sachsen (FernUniversität Hagen Leiter Zentralbereich)

The UN-Convention on Contracts for the International Sale of Goods (CISG) was approved in Vienna in 1980. It was elaborated by a team of international experts under the leadership of the United Nations Commission on International Trade Law in order to unify the substantive law for international sales.

The CISG is the outstanding example for the unification of private law because it deals with the most important type of contracts. It exerted a dominating influence on several national codifications as in Germany, China and Russia, but also on EU-law.

Among the main principles can be underlined the introduction of a unique liability for breach of contract which in case of damages is not fault-based.

The CISG is applicable to sales contracts between parties who have their place of business in different States, if those are Contracting States or when the rules of private international law lead to the application of the law of a Contracting State, unless the parties have excluded the application of the CISG. On the basis of several cases were discussed problems of the applicability of the CISG.

You can vote but you cannot choose



During Summerschool at the Bachelor in Law level we decided that the case study # 3 should be an interesting proposal of a Spanish researcher, Ms.Sonia Alonso, who was in Berlin in a research center at the time of publication of the same paper (a copy is available through the link below),

<https://goo.gl/NTqbjb>

It is an serious and worrying approach because it suggests several questions:

Is it really true in the EU the political decisions, especially those concerning economic matters, are the real will of the governments of Member States (MS) or are they imposed by Brussels under the indication of its Council of Heads of State and Government?

In that case, when we vote, do we do it to some rulers who are going to attend to our opinion as nationals of an MS or are they going to attend only the opinion of the EU as a whole and that decides by its majority system ?

Finally, does it mean a denial of representative democracy? I explained the proposal, the article by Sonia Alonso had already been made available to the students and Prof. Dr Melissas (Athenian professor enjoying a research stay at Fern

UNI Hagen) and Prof Dr Haratsch (Professor of Constitutional Law and International Law In FERN UNI) made a number of comments and suggestions for discussion.

This debate was very lively and indeed (despite the fact that the Spanish and the present Greek teacher were directly concerned) the opinions, even among German and Dutch students, were diverse and divided on the fact of taking sides in favor of the sovereignty of the MS or in favor of the EU's supranational decision-making capacity as a whole.

Someone stressed that the best thing about the EU is the level of solidarity, harmony and peace among its members. Which, speaking of the Europe of the twenty-first century and not that of the twentieth century, supposes that one does not have to look back

Of course, it was a debate proposal and there were no real conclusions. The reader can have a look to the paper and can freely comment. We live in a free Europe where freedom of expression is sacred.

Pablo de Diego
UNED

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EDELNet eLibrary

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