<<国际贸易法律实务>>

图书基本信息

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前言

三十年前,随着改革开放序幕的拉开,中国的法学教育在高等教育中艰难地赢得一席之地,在没有教材、没有法规、没有专著、没有参考资料的艰难局面下,靠着我们前辈的无限热情和不懈努力而 蹒跚起步。

正如中国人民大学著名史学家戴逸先生所说,那时的法学教育是幼稚的,基本上处于法学教育的启蒙阶段。

其表现为老师上课念讲稿,学生上课做笔记,考试背笔记。

正如任何大学的长成需要经过幼苗阶段一样,老师的讲授也基本停留在对法学概念的阐释层面。

时至今日, 法学学科和法学教育出现了一种全新的局面。

目前,全国有近五百所高校设置了法学院系,全国每年招收全日制法学本科生共计十万人左右。

在法律规范层面上,社会主义市场经济法律体系已经基本形成,全国人大及其常委会颁布的法律、国 务院颁布的行政法规、国务院各部门颁布的政府规章以及最高人民法院、最高人民检察院所作的相关 司法解释已经深入到社会生活、经济生活的方方面面,无法可依的局面已经得到彻底改观。

在法律研究层面上,几乎有近万部专著出现,面对当下之形势,法学教育何去何从,已是摆在法学教育者面前的一道现实课题。

时值北京市实现教育跨越式发展,建设100个市级本科品牌专业的伟大构想之际,我院法学专业作为北京市市级品牌建设专业,提出本科法学教育强化基础,重视应用的教学理念,使学生做到学习平时化,目标具体化。

为了实现这一理念,我们除了针对教育部核定的法学专业14门核心课程推出北京市法学品牌专业核心课系列特色教材之外,同时推出北京市法学品牌专业实践课系列特色教材,以达到重视应用之目的。

本特色教材的特色在于:第一,在教材的编写体例和内容上,以实务中发生的真实案例为基本素材,同时通过该案例启发学生思考的方向,并提出学生实践的具体要求和目标。

从宏观意义上讲,法学是经邦治国之学,法学教育以培养经邦治国之才为己任;从微观意义上讲,法学是维护人权之学,法学教育以培养学生为民请命、为民排忧解难之品格和技能为内容。

无论是经邦治国还是为民排忧解难都是解决形形色色的社会问题,而社会问题都集中体现在具体的案例中。

因此,以实务中发生的真实案例为素材进行教学是使学生了解社会、认识社会、分析社会和解决社会问题的最佳途径。

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内容概要

通过英语学习专业知识、通过专业知识提高英语水平,实施英语教学是适应我国高等教育国际化 趋势的发展需要。

《北京市法学品牌专业实践课程系列特色教材:国际贸易法律实务(第2版)》适合高校法学院高年级本科生和研究生学习国际贸易法律实务课程。

本教程涉及国际货物买卖合同、跟单销售和贸易术语、银行托收和信用证、货物运输和承运人责任, 以及世界贸易组织五个部分,既涵盖传统国际贸易法的主题,又重点阐释国际贸易实务中的法律问题

案例教学是《北京市法学品牌专业实践课程系列特色教材:国际贸易法律实务(第2版)》的一大特色,全书精选了发生在国际贸易实务中的40个真实案例,每一案例涉及背景事实、推理过程和判决结果三部分。

同时,作者对案例有针对性地提出问题,并就相关法律背景知识进行了注释。

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作者简介

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主要研究方向为国际经济法、WTO法律制度和民事诉讼法。

从1996年起开始用英文为本科生、研究生和留学生讲授法学专业课,讲授课程包括国际贸易法、国际投资法、外商投资企业法、国际贸易法律实务、国际投资法律实务和中国商法等。

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章节摘录

Bryan, Senior Circuit Judge The defendant denied liability chiefly on the assertion that the draft did not agree with the letter's conditions, viz., that the draft be accompanied by a "Commercial invoice in triplicate stating (inter alia) that it covers... 100% acrylic yarn"; instead, the accompanying invoices stated that the goods were he District Court held defendant Bank liable to Courtaulds for the amount of the "Imported Acrylic Yarn". draft, interest, and costs. It concluded that the draft complied with the letter of credit when each invoice is read together with the packing lists stapled to it, for the lists stated on their faces: "Cartons marked: 100% Acrylic". After considering the insistent rigidity of the law and usage of bank credits and acceptances, we must differ with the District Judge and uphold Bank's position. In utilizing the rules of construction embodied in the letter of credit -the Uniform Customs and State statute——one must constantly recall that the drawee bank is not to be embroiled in disputes between the buyer and the seller, the beneficiary of the credit. The drawee is involved only with documents, not with merchandise. Its involvement is altogether separate and apart from the transaction between the buyer and seller; its duties and liability are governed exclusively by the terms of the letter, not the terms of the parties' contract with each other. Moreover, as the predominant authorities unequivocally declare, the beneficiary must meet the terms of the credit—— and precisely——if it is to exact performance of the issuer. Failing such compliance there can be no recovery from the drawee. That is the specific failure of Courtaulds here.

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