

It may be useful to separate the two aspects:

(1) There is a very interesting and important intellectual discussion about the virtues of the two approaches, which I will call A and B to avoid labels. Both have their merits, and we can all learn from both of them.

(2) There is a separate problem of insularity, which is not limited to any one country. But we do our young colleagues and students no favor by not preparing them for the realities of the world as it is and will be, whether they will be in private practice, government, judicial roles or the academy. If the overwhelming majority of the students in a course are from one legal system, it may make some sense to alert them to how the courts in that system treat “international” law (including the laws of other countries). It is at least as important to make sure that every future lawyer in the class is aware that any foreign connection must be treated with care. To take easy example, a common lawyer thinking that agreements to agree are not enforceable may be in for a rude surprise in many other jurisdictions. Even practitioners in such non-“international” areas as family law, intellectual property and real estate development are quite likely to encounter international agreements in their careers.

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