

Course Name : E Drejta e Detyrimeve II							
Course Code	Course Type	Regular Semester	Lecture (hours/week)	Seminar (hours/week)	Lab. (hours/week)	Credits	ECTS
LAW 306	N/A	Spring	3.00	1.00	0.00	3.50	6.00
Lecturer		Ada Güven, PhD					
Assistant							
Course language		Albanian					
Course level		Program i Integruar					
Description		This subject focuses on the analytical recognition of the contracts that are specified in the Civil Code together with the contracts that are encountered more in the circulation of goods. The purpose of the subject is to study the obligations and immovable rights arising from the contract as well as the means for the recovery of claims or for the search for the execution of the contract or for the search for damages caused. The subject will familiarize with the basic concepts and knowledge necessary to operate in legal practice with contracts, damage, unjust enrichment, etc. The subject will be enriched with comments and interpretative elements of the legal provisions, with the legal views presented in legal scientific journals as well as with cases of Albanian and foreign judicial practice related to the field of contracts and the problems encountered with them. More about this source textSource text required for additional translation information Send feedback Side panels					
Objectives		The course aims for the student to become familiar with the basic concepts of obligations and contracts, the use of coherent methods in solving problems in the field of obligations. Students will become intimately familiar with the most important specific contracts that are in use in the civil and commercial fields in Albania and beyond. The course aims to give students skills related to the selection and interpretation of legal research sources and the basic tools and techniques of legal and logical reasoning.					
Core Concepts		1. Lease Contract 2. Donation Contract 3. Forwarding Contract 4. Loan Contract 5. Order contract 6. Contract of emphyteosis 7. Business contract					
Course Outline							
Week	Topic						
1	Contract of sale of movable and immovable property The sale contract has as its object the transfer of ownership of an item or the transfer of a right against the payment of a price. This lecture will deal with the contract of sale of movable and immovable items. The same importance is given to the transfer of ownership, as well as the main types of sales contracts such as credit sales, auction sales and installment sales. Students will also be introduced to the rights and obligations of the seller and the buyer. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 1-28.						
2	Lease contract Lease is a contract by which one party (the lessor) is obliged to give the other party (the lessee) a certain thing, temporary possession against a certain reward. This lecture will deal with the lease contract where importance is given to the lease of immovable objects, financial lease, production items, agricultural land, the form and term of this contract. Students will also be introduced to the rights and obligations of the landlord and tenant. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 51-74						

3	Contract of emphyteosis Enphyteosis is a contract, by which a person is given the right to use and improve an immovable property, against a periodic reward in money or in kind. This lecture will deal with the emphyteosis contract and its conditions. After the lecture, the change from the rental contract will be discussed, highlighting the main elements. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 75-84
4	Enterprise contract Entrepreneurship is a contract by which one party (entrepreneur) is obliged, with its own means and assuming the risk, to perform an act (work), or to provide a service or an independent implementation of works, while the other party is obliged to accept it against the price specified in the contract. This lecture will deal with the business contract where the guarantee given by the entrepreneur in favor of the investor plays an important role. Students will be introduced to the rights and obligations of the contractor and the rights and obligations of the client. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 85-98
5	Order contract and commission contract An order is a contract by which one party is obliged to perform one or more legal actions on behalf of the other party. This lecture will deal with the order contract, its elements, its cancellation and withdrawal from the order and legal effects. The second part of the lecture will focus on the commission contract. The commission contract is an order whose object is the purchase and sale of items for the account of the customer and in the name of the commissioner. Students will be introduced to the rights and obligations of the parties, the remuneration of the commercial agent and cases of termination and termination of the agency contract. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 125-134
6	Agency contract With the agency contract, one party undertakes, on an ongoing basis and for remuneration, to conclude contracts in a certain area, on behalf of the other party. Each party has the right to receive from the other party a copy of the contract signed by it. This lecture will deal with the agency contract, the exclusivity principle and the characteristics of this contract. The lecture will also focus on the rights and obligations of the parties. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 135-148
7	Donation contract Donation is a contract by which one party transfers ownership without compensation to the other party of a certain thing or a real right which the latter accepts. Relinquishing a right before it is acquired, or relinquishing an inheritance, does not constitute a donation. The donation can only contain the present property of the donor. If it involves future property, the donation is void as far as it is concerned. In this lecture, the students will deal with the donation contract, its form and the cases of revocation of this contract. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 29-40.
8	Midterm
9	Transport and forwarding contract With the contract of carriage of persons, the carrier undertakes to transport persons from one place to another. Whereas the forwarding (delivery) contract is an order by which the forwarder undertakes the obligation to conclude a transport contract in the name and on behalf of the customer and to perform all ancillary actions. This lecture will be about transport and forwarding contracts and their characteristics. Students will be familiarized with the rights and obligations of the parties in each contract. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 99-116.
10	Loan contract With the loan contract, one party (the lender) gives ownership to the other party (the borrower) of an amount of money or items that are determined by number, weight or measure, and the borrower is obliged to return to the lender as much money, or as many items of that type and of that quality, within the term specified in the contract or, when no term is specified, at the lender's request. This lecture will deal with the loan contract, the elements of this contract and the rights and obligations of the borrower and the borrower. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 163-170

11	Lending contract and banking contracts With the loan contract, one party (the lender) gives the other party (the borrower), without consideration, a certain item to use temporarily, and this party is obliged to return that item within the period specified in the contract. When no deadline has been set, the item is returned at the request of the Party that provided the item. However, when a sum of money is deposited with a bank, it acquires ownership and is obliged to return it in the same type of currency, at the expiration of the specified term or at the request of the depositor, taking into account the notice period specified by the parties or from the banking habit. This lecture will deal with the characteristics of each contract. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 117-124
12	Deposit contract dealing with deposits in hotels and deposits in general warehouses A deposit is a contract by which one party receives from the other a movable object with the obligation to keep it and return it in kind. This lecture will focus on deposits in hotels and deposits in general warehouses. During the lecture, the legal basis will be identified and the characteristics of each contract will be clarified. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 149-162.
13	Life, health and property insurance contract With the insurance contract, one party (the insurer), if the event provided for in the contract is proven, is obliged: a) in the case of property insurance, to compensate the other party or a third person, for whose benefit it was contracted the contract, the damage suffered within the limits of the amount provided for in the contract; b) in the case of the person's insurance, to pay the other party or a third person, in whose favor the contract was concluded, the amount of the insurance provided for in the contract. The insured is obliged to pay the premium (insurance price) specified in the contract. The insurer can be a public or private person. This lecture will focus on life, health and property insurance contracts. The lecture will deal with the conditions of the connection, the moment when it comes into force, the circle of persons who do not benefit from this contract. Reference literature: 1. Mariana Tutulani-Semini, The Law of Obligations and Contracts, special part (Skanderbeg books, 2006) 171-190.
14	Various cases related to contracts During this lecture, students will solve different cases. Each student will solve a case where they will be asked to identify the type of contract and the legal basis. Then they will focus on the object of the contract and the identification of the rights and obligations of the parties to the contract.
15	RECAPITULATION This lecture will cover a review of the main contracts covered in the lecture, their elements and the difference between similar contracts.
16	Final Exam
Prerequisites	
The student must attend the course at a minimum rate of 75%.	
Literature	
• Mariana Tutulani- Semini, E Drejta e Detyrimeve dhe e Kontratave, pjesa e posacme (Skanderbeg books, 2016) • Kodi Civil i Republikës së Shqipërisë	
References	
• Ardian Nuni, Ilir Mustafa, E drejta e detyrimeve (vol. I e II) (SHBLU, 2008)	
Course Outcome	
1	After completing this course, students will be able to equip themselves with basic knowledge about the legislation on the law of special obligations.
2	After completing this course, students will be able to equip themselves with the basic knowledge related to contracts of sale, donation, etc.
3	Students will form habits on different sources of law and be able to synthesize such sources and use them for research in the field of law.
4	After completing this course, students will be able to familiarize themselves with the unifying decisions of the Supreme Court and will be able to discuss them.
5	After completing this course, students will be able to equip themselves with the basic knowledge related to the concepts and basic knowledge necessary to operate in legal practice.
6	Upon completion of this course, students will be familiar with legal research sources and the basic tools and techniques of legal and logical reasoning.

Course Evaluation			
In-term Studies	Quantity	Percentage	
Midterms	1	40	
Quizzes	0	0	
Projects	0	0	
Term Projects	0	0	
Laboratory	0	0	
Class Participation	0	0	
Total in-term evaluation percent			40
Final exam percent			60
Total			100
ECTS Workload (Based on Student Workload)			
Activities	Quantity	Duration (hours)	Total (hours)
Course duration (Including the exam week: 16x Total hours of the course)	16	4	64
Study hours outside the classroom (Preparation, Practice, etc.)	14	3	42
Duties	0	0	0
Midterms	1	17	17
Final Exam	1	23	23
Other	0	0	0
Total Work Load			146
Total Work Load / 25 (hours)			5.84
ECTS			6.00