

Contracts I

Fall 2004

10:00 to 11:15 a.m. Room 121

Professor Ross E. Davies
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Required Texts:

1. Robert E. Scott & Jody S. Kraus, *Contract Law and Theory* (3d ed. 2002) (“Casebook”).
2. Robert E. Scott & Jody S. Kraus, *Contract Law and Theory – Document Supplement* (2003) (“Supplement”).

Recommended Books:

1. One of Bryan Garner’s editions of *Black’s Law Dictionary*. You will learn many new words in law school, including a few in your first Contracts assignment. It will be easier with a good law dictionary at your elbow.
2. Marvin A. Chirelstein, *Concepts and Case Analysis in the Law of Contracts* (4th ed. 2001). You don’t need to study this book for class or for the final exam, but you may find it a reassuring and even enjoyable survey of many of the subjects we will be covering. Chirelstein is an excellent writer.

Assignments:

For the Tuesday, August 17 and Thursday, August 19 classes, please read the following:

Casebook: Pages 1-4, 14-60.

Supplement: Restatement (Second) of Contracts §§ 1, 2, 4, 12, 18, 20, 24, 30, 35, 36, 50, 71, 86 & 90; Uniform Commercial Code §§ 2-102, 2-204, 2-206; Restatement (Second) of Contracts §§ 4 *comment* on this page.

Every Thursday I will announce the assignment for the following week.

Grading:

Your grade in this class will be based on a final exam and class participation. The exam will be a 3-hour test consisting of a mix of multiple choice and short essay questions. Every one of those questions will be asked – in one form or another – in class. Because each class will be mostly a question-and-answer session (with me asking most but not all of the questions), it will be hard to follow what is going on unless you have done the reading. In other words, the key to doing well in (and enjoying) Contracts is showing up ready for class and ready to participate constructively. Your grade in the class may be adjusted up or down one half-step from your exam grade (for example, from B to B- or from B to B+) based on class participation. To give you a sense of what the exam will be like (but not what it will be), in the middle of the term I will give you an abbreviated (probably 1-hour) practice exam.

Office Hours:

Tuesdays and Thursdays from 11:15 a.m. to 12:00 noon in Room 415.

§ 4 How a Promise May Be Made

Comment

a. Express and implied contracts. Contracts are often spoken of as express or implied. The distinction involves, however, no difference in legal effect, but lies merely in the mode of manifesting assent. Just as assent may be manifested by words or other conduct, sometimes including silence, so intention to make a promise may be manifested in language or by implication from other circumstances, including course of dealing or usage of trade or course of performance. See Uniform Commercial Code § 1-201(3), defining “agreement.”