

Contracts I, Fall 2005

Professor Ross E. Davies – office: 703-993-8049 and rdavies@gmu.edu

class meetings: Tuesday & Thursday, from 8:30-9:45 a.m. OR 10:30 to 11:45 a.m. Room 120

office hours: Wednesday, from 10:30 to 11:45 a.m. Room 415

Required Texts:

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

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 practice exam (I will be recycling one I’ve already used, which some people who have taken this class in the past might still have, so don’t peek at an old practice exam if you want to get real practice for yourself this fall).

Syllabus – July 18, 2005 version

subject to change based on the pace of the class and the whim of the instructor

| | | | |
|--|--|---|---|
| CHAPTER 1: Tues., Aug. 23: 1-4, 14-60 Thurs., Aug. 25: same Tues., Aug. 30: 60-67 Thurs., Sept. 1: same | Thurs., Sept. 15: 198-223 Tues., Sept. 20: 224-235 Thurs., Sept. 22: 237-252 | Tues., Oct. 11: no class Thurs., Oct. 13: 347-362 Tues., Oct. 18: 362-384 Thurs., Oct. 20: prac. exam Tues., Oct. 25: 384-398 | Tues., Nov. 8: 481-501 Thurs., Nov. 10: 501-517 Tues., Nov. 15: 517-529 Thurs., Nov. 17: 553-569 Tues., Nov. 22: 569-600 Thurs., Nov. 24: no class Tues., Nov. 29: cushion Thurs., Dec. 1: recap |
| CHAPTER 2: Tues., Sept. 6: 131-157 Thurs., Sept. 8: same Tues., Sept. 13: 157-188 | CHAPTER 3: Tues., Sept. 27: 252-280 Thurs., Sept. 29: 280-308 CHAPTER 4: Tues., Oct. 4: 313-325 Thurs., Oct. 6: 325-347 | CHAPTER 5: Thurs., Oct. 27: 401-424 Tues., Nov. 1: 424-446 Thurs., Nov. 3: 446-480 | |

All page numbers above refer to the Casebook. You should refer to the Supplement for provisions of the Restatement and the Uniform Commercial Code (UCC) that come up in the Casebook. By the end of the semester you should be familiar with the following provisions of the Restatement and the UCC:

| | | | | | |
|-----------------|----|----|-----|------------|-------------|
| Rest. 2d | 27 | 50 | 74 | 167 | 1-205 |
| 1 | 30 | 51 | 77 | 168 | 1-206 |
| 2 | 32 | 52 | 79 | 169 | 2-102 |
| 4 | 33 | 53 | 81 | 174 | 2-103(1)(b) |
| 12 | 34 | 54 | 82 | 175 | 2-104(1) |
| 13 | 35 | 56 | 83 | 176 | 2-105 |
| 14 | 36 | 58 | 86 | 177 | 2-203 |
| 15 | 38 | 59 | 87 | 178 | 2-204 |
| 16 | 39 | 60 | 89 | 205 | 2-205 |
| 17 | 40 | 61 | 90 | | 2-206 |
| 18 | 41 | 62 | 131 | UCC | 2-207 |
| 20 | 42 | 63 | 132 | 1-102 | 2-208 |
| 22 | 43 | 66 | 139 | 1-103 | 2-209 |
| 24 | 45 | 69 | 161 | 1-203 | 2-302 |
| 25 | 46 | 71 | 162 | 1-204 | 2-305 |
| 26 | 48 | 73 | 164 | 1-201(19) | 2-306 |

§ 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.