

Gmark@depaul.edu 312 362 5595

105-201-15874

Office: Lewis 707

Class: Lewis 904

Course objectives

Contracts introduces you to the vocabulary and concepts underlying contract law. It is not, indeed it cannot be, a course that comprehensively covers every aspect of contracts. As with all law courses, it is but an introduction. Contracts is concerned with the definition of promise, bargain and exchange; the boundaries of those acts and words defined as contractual; the elements necessary to form a contract; and the consequences of broken promises and uncompleted transactions. You should leave able to identify acts and words that constitute or should constitute promises and transactions enforceable at law. You should develop a sense of the relevant legal technology (and the sometimes lack thereof) available to individual actors and to society in dealing with problems of contracting. Because it cannot be comprehensive, coverage is not key to the course; understanding is.

Attendance and participation

Because understanding is the course's core, student participation and preparation are vital. Attendance is, of course, in accordance with the rules of the school and the rules governing law schools in the United States, mandatory. If you who fail to attend at least 80% of the scheduled classes, including makeup sessions if such sessions are necessary, you will receive a failing grade. (I appreciate advance notice if you are not prepared or, if possible, when you are unable to attend class. I will only excuse absences with appropriate documentation, such as a doctor's letter. If you believe that your absence should be excused, please forward documentation to Dean Burns at mburns@depaul.edu.) I take attendance at the beginning of class. The format is traditional question and answer. Questions go both ways. If I use a term that you do not understand, or simply say something that confuses, please ask about it. Doing so will benefit the class as a whole.

Please note that Professor Weber and I will switch classes on occasion this term. I have an occasion or two (such as my daughter's wedding) that require my presence elsewhere. We will provide ample notice to the classes when we switch.

Meetings and communication

I am happy to meet with any student outside of class in my office. I do not have scheduled office hours but am generally available between 9 and 5 Monday through Friday when not in class, committee meetings and the like, or out of Chicago. My door is usually open. If not, just knock. Feel free to schedule meetings by email or phone if that works better for you. I do not answer substantive questions by email; my experience is that the back and forth is more elongated than useful. You certainly can email me your question(s) before we meet. I will hold a non-mandatory review session before the final exam. I will also hold additional non-mandatory discussion sections if requested by a significant percentage of the class.

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This term we have a course assistant, Ms. Abigail Ingram. She will attend class, though her schedule does not permit her to attend every class. She has an office on the 7th floor of the Business School, in the Coleman Entrepreneurship Center, of which she is the Assistant Director. She will make herself available for you every Tuesday from 4 to 5:45. If you find that you need to meet with her more often, please let her know and we can try to arrange some extra time. Her office phone is 312 362 6480. Her email is AINGRAM7@depaul.edu.

Grading and plagiarism

The grade in the class will be determined by the final exam and any mid-term assignments I give, which will, if given at all, largely cover introductory material. If the final is open book, I will allow any form of written material (not to include materials recorded and accessible electronically), published or not, but no consultation, whether in person or through electronic means. I do not bump up for participation. Failure to participate, however, is the equivalent of non-attendance and I reserve the right to lower grades for such failure. Law school rules require every syllabus to contain a statement about plagiarism and its consequences. Copying material without attribution, even from study aids, is plagiarism and will result in a failing grade on an assignment or exam, and if the final exam, will result in a failing grade for the course. Furthermore, plagiarism is a violation of law school rules and will result in a report to the appropriate law school and university authorities for action. For all law students please note that any negative finding by the authorities must be reported to the character and fitness committee in any jurisdiction in which you intend to take the bar exam. In Illinois even an accusation of plagiarism must be reported.

Course materials

The only required course material is Dawson, Harvey, Henderson and Baird, *Contracts* (10th ed.).

Pacing and calendar

Every class is different. Therefore, I want to adapt the schedule and pacing to the class, the better to maximize the goal of understanding. The following schedule, in part, is consequently approximate. We may get a bit ahead or fall behind in any given unit. In some cases we will not discuss assigned material. The material we do not discuss, however, deals explicitly with issues implicit in material we do discuss. It should, therefore, play a role in class discussion. If you get ahead in the reading, please briefly review that material you have already read before class. If you miss a class, please ask a classmate or me – this question I will be happy to answer by email – where we ended that class so that you may best prepare for the next class. If I have to miss a class I will give the class as much advance notice as possible and will consult with you about the optimal method for making up the required class time (make up session, extended class, any option your imagination can conjure).

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Class meetings and assignments for the week of

8/22	Elements of contract law; Domain of legally enforceable promises: Introduction and bargained for exchange	193-218; 613-618
8/29	Bargained for exchange, continued; Promises grounded in the past and Reliance on a promise	218-261
9/7	Promises grounded in the past and Reliance on a promise, continued; Precontractual obligation	261-291; handout available on d2l
9/12	Precontractual obligation, continued; Mutual assent	293-304; handout available on d2l
9/19	Mutual assent, continued; Offer and acceptance	304-348; handout available on d2l
9/26	Limited and indefinite promises	348-376; handout available on d2l
10/3	Contracts without bargaining; The effects of adopting a writing	459-503; 383-401
10/10	Interpreting the promise; The goals of contracts damages	422-441;1-30; handout available on d2l
10/17	The goals of contract damages, continued; Limitations on the compensation principle	30-87
10/24	Spring Break Limitations on the compensation principle	continued 87-98
10/31	Limitations on the compensation principle	continued 87-98
11/7	The restitution alternative; Contractual controls on the damage remedy	98-156
11/14	Enforcement in Equity; Mistake, misrepresentation, warranty and nondisclosure	156-185; 503-535; handout available on d2l
11/21	Changed circumstances justifying nonperformance	550-585 (read ahead, please; here is where we might move much more quickly)
11/28	Competency and other limits; Duress and coercive renegotiation; Standardized terms, unconscionable inequality, and good faith	587-599; 605-661; 680-684; 693-699