

# CONTRACTS SYLLABUS – FALL/SPRING 2010-2011

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## Introduction and Learning Objectives:

Welcome to Contracts, Law 108A. In this course, you will:

- A. Learn and understand the legal principles governing the law of contracts, including principles governing their formation and enforcement. You will become familiar with the factors that may vitiate a contract and will learn the principles of contract interpretation.
- B. Learn to apply the principles to a variety of situations through the use of hypothetical fact patterns and class discussion.
- C. Gain some understanding of the various policies served by the legal principles you have learned and the range of debate surrounding these policies.
- D. Gain some understanding of the historical development of modern contracts law and some insight into its future development in the courts.

## Materials

Our readings will be drawn from *Cases and Materials on Contracts*, 4<sup>th</sup> ed., by S.M. Waddams, J.D. McCamus, J.W. Neyers, M.A. Waldron and J. Girgis. This is a required text for the course. A variety of texts on the law of contracts are on reserve in the library. Most useful will likely be *The Law of Contracts*, by S.M. Waddams, 5<sup>th</sup> ed. It most closely reflects the approach to contracts law that you will find in this course.

## Evaluation

Evaluation will be by means of two examinations: one at Christmas, worth 30% of the course and a final examination in the Spring for the remaining 70%. If your Christmas examination mark is lower than your Spring mark, you will receive a grade based upon 100% of your Spring grade. However, you are required to write the Christmas examination to pass the course.

The examinations will be “open book” in that you may bring into the exam room and refer to your casebook (*Cases and Materials on Contracts*) and any notes that you have prepared for your own use. You may not bring or refer to any other materials whatsoever.

Depending upon time, there may be a further pass/fail assignment in the Spring term. If so, you will be required to submit a short drafting assignment for feedback. You will not receive a grade for the assignment, but will be required to submit a good-faith effort to receive a passing mark in the course.

## **Methodology**

For each class, you will be assigned readings from the Contracts casebook. Primarily, these readings will consist of excerpts from cases. You will be expected to come to class prepared to participate in a discussion about the materials read and to consider the principles, policy and context (commercial, social, historical, etc.) illustrated or established by the cases read. For the class to be a useful and enjoyable experience, you should be prepared to engage in open and civil discussion with me and with your colleagues. You will learn as much from your interactions with others as from your readings.

## **Pace**

Below, you will find a course outline that describes the topics we will cover and the major readings that will likely be assigned. I have not attempted to divide the outline into a class-by-class schedule. We will proceed at a reasonable pace through the material. If time permits, additional readings may be added; if we spend longer on one area than anticipated, readings may be deleted. You will need to note, at the end of each class, any deviation from the listed readings. Often the case excerpts are followed by notes and questions. I may not have specifically assigned these notes, but you should have a look at them to aid your thinking. I may take up some of them in class. I will seek feedback from the class from time to time as to whether you are finding the pace acceptable or whether it could be faster or slower. Obviously, not everyone will find the pace appropriate. If you find you are falling behind or consider that you have not understood the material, you should discuss this with me earlier rather than later.