CONTRACTS for International LL.M. Students (L03.4001.002)

NOTE: All information contained in this syllabus is subject to reasonable clarification and change. I will make any necessary announcements on such matters in class. All announced clarifications and changes will become the official policy of the course.

Description: This is a course in U.S. contract law designed to expose lawyers trained in other countries to the basics of contract law in this country. With that in mind, this course will largely mirror the content of a first-year course in contract law for J.D. students at U.S. law schools. During the semester, we will discuss the key facets of U.S. contract law that every well-trained lawyer needs to know: how contracts are formed, interpretation of contract terms, excuses for non-performance, defenses, breach, remedies, and related topics. When this course is over, you should have a firm grasp of the core of U.S. contract law principles—principles that are essential not just in commercial legal contexts, but in virtually every area of the law (and indeed in every area of life).

Prerequisite: There is no prerequisite for this course. It is open only to international LL.M. students.

Use of Laptop Computers and Other Electronic Devices: Nearly all of you come to law school accustomed to taking notes on laptop computers. I strongly urge you to try to break the habit. A raised screen creates a barrier between you and the class. It encourages you to take verbatim notes rather than listening and writing down the most important material. And it will impede your ability to undertake an extremely useful exercise at the end of the semester: the distillation of your handwritten notes, case notes and other materials into a succinct outline; students with notes taken originally by computer will be tempted simply to treat those notes as an outline. Generations of students succeeded in law school without laptop computers, and anecdotal evidence suggests that they were better able to give their undivided attention to class. Moreover, you will find (indeed, you may have already discovered) that in many professional contexts—client meetings, strategy sessions with colleagues, depositions, etc.—you will be able to take notes, if at all, only by hand. You would do well to grow comfortable doing so now.

Nonetheless, I do not prohibit laptop use in my classroom. If you decide you do wish to use a laptop computer to take notes, please note that this is the only purpose for which you may use it in class. You may not use your computer to surf the web, check email, IM your classmate the answer to a question I’ve asked, or any other purpose (except on those rare occasions when you need to look up web-based material relevant to the course, such as a statutory provision). This prohibition applies equally to use of Blackberries, Treos, mobile phones, and other handheld devices. Unless you are expecting genuine emergency news, turn off such devices before coming to class. I will not specifically police this prohibition, but if I notice someone using a laptop or other device for a forbidden purpose, he or she will lose the use of the laptop for the duration of class that day; repeat offenders will lose the use of the laptop in class for the duration of the semester.

Office Hours: I will hold office hours on Tuesday and Thursday afternoons from 1:30-3:30pm in Vanderbilt Hall 430A. If you would like to meet with me but cannot make it to my office hours,
please talk to me after class or via email about setting up a mutually convenient meeting time.

I am always available to answer questions via email. My email address is <buchanan@juris.law.nyu.edu>. If you email me and have not heard back by the end of the next business day, please assume that I have not received your message and try again.

My administrative assistant’s name is Maribell Wiscovitch. Her office is Furman Hall 474, her phone number is 212-998-6156, and her email is maribell.wiscovitch@nyu.edu.

Readings:

Supplementary Text: Burton and Eisenberg, Contract Law: Selected Source Materials, West Publishing, 2006 (or any recent year)

I will assign the readings for each week of class on the last day of the preceding week. (For example, on Thursday, August 31, I will assign additional pages to read from the casebook for the week of September 5 and 7.)

In the course of your reading in the casebook, you will frequently come across references to sections of the Restatement (Second) of Contracts, the Uniform Commercial Code, and other materials. As they are referenced in the casebook, you should read the relevant sections, which can be found in the Supplementary Text (Burton).

The vast majority of the reading for this course will be from the Knapp casebook and the Burton supplement. I will occasionally, though, assign additional readings from other sources. These additional readings will become part of your required reading and will be available on the Blackboard site for this course.

I also strongly suggest that you follow legal news on a daily basis. In addition to a good daily newspaper, the website www.FindLaw.com is a portal to legal information that will be extremely useful to you.

Requirements and Grades: The most important determinant of the grade in this course will, of course, be the final exam. It will be a take-home examination to be taken during the official examination period at the end of the semester under the usual NYU rules for take-home exams. During the term, we will discuss in detail the format and coverage of the exam. If there is interest, I will also be willing to hold a review session before the exam.

Attendance: Various accrediting bodies stipulate that no one who is absent from more than 20% of a course’s meetings shall be considered to have completed the course in a satisfactory manner. More importantly, you will learn more and perform better if you come to class. Therefore, I consider the 20% limit to be far too high. You should come to class without fail, except in extraordinary emergency circumstances.

In addition, because preparation and discussion are critical parts of the class, good class participation will affect your grade favorably, while poor participation and/or lack of preparation will affect your grade unfavorably. This is an unparalleled opportunity to learn, for which you are paying a significant sum of money (and devoting a significant fraction of your precious free time). Take advantage of it.