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Contracts Taught by Chart

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It is the purpose of the Review to act as a medium of news and for the exchange of ideas of Chicago-Kent alumni and students. Contributions of news or legal articles will be gratefully received.

CONTRACTS TAUGHT BY CHART.

The writer lays no claim to the discovery of any new principles of the law of contracts, nor even to any new application of the established principles of that subject. This chart is merely the result of a study of the problem of presenting clearly to the law student a summary of the way in which the fundamental principles of consideration operate on the claimant's rights. Finding such presentation susceptible of graphic and visual demonstration, it would seem to be a neglect of opportunity, if not of duty, to fail to so present it.

The chart contemplates a suit pending, filed by plaintiff, to enforce an executory contract against the other party, the defendant. Plaintiff therefore has furnished the consideration, represented by the bar in Column 1, and is suing on the promise, represented by the bar that appears opposite, in Column 2. The question presented is, of course, will plaintiff win?

The nature of the consideration and promise are indicated by the characters L, U, N, and X, which stand for the following descriptions:

L—Legal.

U—Unenforcible; as, not complying with the Statute of Frauds.

N—Nugatory, as, past consideration; what one is already bound to do; many phases of contracts opposed to public policy; what is uncertain and incapable of ascertainment; or, impossible, etc.

X—Illegal; as contrary treaty, constitution, statute or ordinance; some phases of contracts opposed to public policy; tending to prejudice the state or nation; etc.

LXL—Legality and illegality inextricably confused or blended.

Consideration.		Promise		
1	L	L		
2	L	U		
3	L	N		
4	L	X		
5	L	LXL		
6	U	L		
7	N	L		
8	X	L		
9	LXL	L		
10	L	L	or	L
11	L	L	or	U
12	L	L	or	N
13	L	L	or	X
14	L	L	&	L
15	L	L	&	U
16	L	L	&	N
17	L	L	&	X
18	L	&	L	L
19	L	&	U	L
20	L	&	N	L
21	L	&	X	L
	(1)		(2)	
22	L	&	L	L
23	L	&	U	L
24	L	&	N	L
25	L	&	X	L

The writer believes that every possible combination of these elements as they arise in claims on contracts is presented in the 25 cases depicted in the chart, which presents, in order, cases where consideration and promise are both entire; where the promise is in the alternative; where the promise is divisible; where the consideration is divisible; and where both consideration and promise are divisible, Promise No. 1 having been given for Consideration No. 1, and No. 2 for No. 2. This last group of contracts (see No. 21 to 25 of the chart) are really instances, in each case, of two contracts, but made between the same parties.

WILLIAM G. WOOD.