

Fall 2019

Contracts (Supplementary Cases): 2019-20

Robert E. Forbes

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Contracts (Supplementary Cases)

Fall 2019

Course Director(s): Robert E. Forbes



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CONTRACTS

SUPPLEMENTARY CASES

FALL 2018

Osgoode Hall Law School

Professor Robert E. Forbes

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CONTRACTS (LW 1010.04)

**SYLLABUS – FALL 2019
SECTION C**

**Robert E. Forbes
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The cases set out under each heading will form the basis of class discussion. They are in the order that the class topics will follow. You will be expected to have read the assigned cases in advance of each class. Most of the cases are to be found in the obligatory text, Waddams, McCamus, Girgis, etc., *Cases and Materials on Contracts (6th Edition)* (identified as “Waddams”, followed by the page number at which the relevant case is located). You will also need the photocopied supplemental materials (identified as “Supplement”).

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LEARNING OBJECTIVES

The major learning objective of this course is to impart to students a good understanding of the basic principles of Contract Law. This will be done in a way that leads to an understanding of the law as a means of obtaining a solution to a contract problem, as well as understanding how to avoid problems in the negotiation and drafting of a commercial or private contract.

Students will be expected, by the end of the course, to be able to (i) identify the “building blocks” necessary for the creation of a valid contract, (ii) understand how to interpret the terms of a written contract and the processes by which a court attempts to determine contract terms, (iii) identify circumstances through which an otherwise properly constructed contract may fail to be enforceable, or become voidable or void, and (iv) understand the basic rules of enforcement of a contract and remedies for breach of contract.

OSGOODE and YORK ACADEMIC POLICIES

a. Evaluation

There will be a mid-term exam for 20% of the final grade in the course, with no downside (if a student does worse on the mid-term than on the final, the mid-term doesn’t count, and the final exam will count for 100%). There will also be a final exam for 80% of the grade in the course (subject to the above). All exams will be open book.

b. Academic Honesty and Integrity

Osgoode students are required to maintain high standards of academic integrity and are subject to the York Senate Policy on Academic Honesty and the relevant Osgoode Academic Rules. The Senate Policy can be found at <http://www.yorku.ca/secretariat/policies/document.php?document=69>.

The York University academic integrity website can be found at <http://www.yorku.ca/academicintegrity>. The Senate Policy and Osgoode Academic Rules are also found in the Student Handbook, which is available on the MyOsgoode website, under the “Documents and Publications” tab.

c. Religious Observance

York University is committed to respecting the religious beliefs and practices of all members of the community, and making accommodations for observances of special significance to adherents. Should any of the dates relating to examinations or assignments for this course pose such a conflict for you, please let Assistant Dean, Students, Mya Rimón, know within the first three weeks of class.

d. Students with Disabilities

York University has a range of resources to assist students with physical, mental, psychiatric and learning disabilities in achieving their educational objectives. Students with disabilities requiring accommodation in the classroom or in the examination or evaluation process are encouraged to identify themselves to York’s Counselling & Disability Services office (N110, Bennett Centre for Student Services or 416-736-5297) or Osgoode’s Office of Student Services as soon as possible. All requests for accommodation will be kept confidential. Requests for examination accommodation must be approved by the Assistant Dean, Students, Mya Rimón.

e. Other York University Policies

Further information concerning relevant York University academic policies, such as the Ethics Review Process for research involving human participants is available on the Senate Committee on Academic Standards, Curriculum and Pedagogy webpage (see Reports, Initiatives, Documents) – <http://www.yorku.ca/secretariat/senate/committees/ascp/index-ascp.html>.