

Contracts, Law 809
Fall 2025
Professor Stephen Ware
<https://sware.ku.edu/contracts/>

Course Description. An introduction to contract law, including topics such as offer and acceptance, consideration, contracts enforceable without consideration, defenses to enforcement of contracts, terms of contracts and their interpretation, performance and breach of contracts, remedies for breach, third-party beneficiaries, and assignments. Required course.

Learning Outcomes. This course should serve at least three purposes. One is to study the law and practice of contracts. Successfully completing this course will advance students' knowledge of the formation, interpretation, and performance of contracts, as well as remedies for breach of contracts. Another purpose of this course is to develop students' skills. Among these skills are legal analysis, problem-solving, and communication, both written and spoken. The third purpose of the course is to introduce students to lawyers' professional and ethical responsibilities to clients and others in the legal system.

When and Where our Class Meets. Our four-credit, in-person course is scheduled to meet in Room 106:

- Tuesdays and Wednesdays 10:20-11:15, and
- Fridays 10:20-11:15 & 11:25-12:20.

However, our class is not scheduled to meet on September 12 or October 7-10. To make up for these, our class is scheduled to meet 2:40-3:35:

- August 29 (Room 203)
- September 15 (Room 106)
- September 22 (Room 106)
- September 26 (Room 203)
- September 29 (Room 106)
- November 7 (Room 203)

I apologize for any inconvenience this causes.

Required Reading. You may use either paper or digital versions of the two required books:

1. TRACEY GEORGE & RUSSELL KOROBKIN, K: A COMMON LAW APPROACH TO CONTRACTS (3d ed. 2021), and
2. JAMES E. BYRNE, CONTRACTS TEXTS (5th or 6th edition).

Computers and other electronics in class. Subject to exceptions I will announce, you may use a computer and other electronic devices in class, but only for working on this course. Audio or video recording of class is prohibited without my written permission.

Grading. 100 points are available in this course:

- 65 from the final exam,
- 3 from your diagram day
- 25 from the other assignments, and
- 7 from your classroom performance.

Exam. The exam is completely open—open books, open notes, open computer, open internet—except that you may not communicate with anyone other than me during the exam. You may take the exams on a computer if you do so with the exam software supported by the Law School. The exam may have a word limit.

Diagram Day. Yours is scheduled in Canvas.

Other graded assignments. The graded assignments are scheduled in Canvas, but their scheduling may need to change if we unexpectedly need to reschedule class sessions. These assignments are open, so in doing them you may talk with anyone except me.

Classroom performance. The “Learning Outcomes” part of this syllabus distinguishes learning the law from developing professional skills in using the law. You should learn most of the relevant law by reading and talking with classmates before coming to class, so class time can focus on developing students’ professional skills, particularly through students answering questions. The classroom performance part of the grade rewards students who frequently contribute well by answering in-class questions.

When I ask a question to the class, you should raise your hand and then, when I call on you, respond to the question. If you volunteer but I call on another student, you should keep volunteering. Generally, each student should answer at least two questions, after volunteering, each week. You may be called on to answer questions in class even when you have not volunteered to answer those questions. But such “cold calling” is needed less when all students frequently volunteer to answer questions.

Attendance and lateness. Accreditation standards governing the Law School say that “[a] law school shall require regular and punctual class attendance.” Perfection is not required, so you may miss a class or two because you have transportation problems, a job interview, illness, a death in the family, or something similar. This sort of absence is no worry, and you do not need to contact me about it. Just borrow class notes from a classmate and then let me know if you have any questions about the material we covered. Similarly, you may be late to class or leave early once or twice for reasons like those listed above. Again, this is no worry and there is no need to contact me about it.

If you are going to miss class or be late or leave early more than a couple of times during the course that is a worry. If that happens, you should contact me to discuss how we can address the situation and keep you on track with the course and your classmates. If you miss some or all of a class session three or more times, I may send you an email warning. If after I do that, you miss some or all of a class session two more times, I may exclude you from the final exam.

Talking with Me Outside of Class. I intend to be fully available to students 1:30-5:00 Tuesdays and Fridays. I will be available plenty of other times as well.

You are always welcome to:

- schedule an appointment,
- stop by my office (414C),
- call 785-864-9209, or
- email ware@ku.edu.

Please do not be shy. Talking with students is an important part of my job, and I enjoy it.

Accommodations. Classroom and testing accommodations are available to eligible students registered with the Student Access Center. You may contact access@ku.edu or Associate Dean for Academic and Student Affairs, Leah Terranova, leaht@ku.edu or 785-864-4357.

Required links. KU's syllabus [policy](#) requires each syllabus to include these links:

- Explanation of instructional time expected for out-of-class student work per credit (see [Credit Hour Definition](#) policy)
- Statement on accommodations and/or information for students with disabilities (see or use):
 - KULC: [Student Access Center Syllabus Statement](#)
- Links to the following policies:
 - [Sexual Harassment](#)
 - [Nondiscrimination, Equal Opportunity, and Affirmative Action](#)
 - [KU Statement on Diversity and Inclusion](#)
 - Academic Misconduct
 - KULC: [Academic Misconduct \(USRR 2.7.1\)](#)
 - Change of Grade
 - KULC: [Change of Grade Policy](#) and [Change of Grade \(USRR 2.4.1\)](#) (i.e., grade appeal)
 - KULC: [Code of Student Rights and Responsibilities](#)
 - KULC: [Commercial Note-Taking](#)
 - KULC: [Mandatory Reporting](#)
 - KULC: [Racial and Ethnic Harassment Policy](#)

Schedule of Class Sessions. In the following table of class sessions, most Fridays include two sessions. For instance, before 10:20 on Friday August 22, you should have read the materials listed for Class Sessions 1 and 2. The numbers in the right column typically refer to pages in the casebook and you should also read sections of the Restatement of Contracts and the Uniform Commercial Code referred to in the casebook.

Class Session		Assignment before class
1	Introduction to the Study of Contract Law	xix-xxi, 1-8. See Canvas Questionnaire.
Mutual Assent (Agreements)		
2	Mutual Assent: The Theory of Assent	17 (first paragraph), 52-61. See the forest (big picture from 52-53 and Restatement) and the trees (specifics of <i>Embry</i> and <i>Lucy</i>).
3	Preliminary Negotiations	See Canvas. 61-66, UCC §§ 2-102, 2-105(1), 2-204.
4	Offer	68-72, 74-77
5	Offer continued	77-88
6	Acceptance	90-96, 98-102
7	Termination of Offers	104-108, 111-113
Restitution		
8	Quasi-Contract	See Canvas. 667-677
Consideration		
9	Promises	9-13
10	Consideration	17-23
11	Consideration applied	See Canvas
12	Consideration continued	26-28, 30-33, <i>Angel v. Murray</i> (skip Part I), UCC § 2-209(1)
13	Consideration: Firm Offers	108-110, UCC § 2-205
14	Consideration: Conditional Promises	34-40
15	Consideration: Illusory Promises	42-46, 49-51
Reliance		
16	Promissory Estoppel	631-634, 640-45, 648-49

Defenses to Contract Enforcement		
17	Statute of Frauds	117-129
18	Statute of Frauds, UCC Article 2	130-138
19	Statute of Frauds continued	138-145, UCC § 2-201(3)
20	Infancy	147-158
21	Incapacity	159-178 (skip <i>Davis</i>)
22	Duress	180-189
23	Misrepresentation	191-201
24	Misrepresentation continued	201-206
25	Unconscionability	208-218
26	Public Policy	221-237
27	Public Policy continued	238-244, Rest. §§ 186-88 , and The Current Status of Non-Compete Agreements
Contract Terms		
28	Standard Form Contracts	247-259
29	Lack of Choice	259-267
Fall Break		
30	Exculpatory Clauses	272-276, Boehm v. Cody Country Chamber of Commerce
31	Battle of the Forms	278-287
32	Battle of the Forms continued	Review previous assignment
33	Parol Evidence Rule	290-296
34	Parol Evidence Rule continued	297-305
35	Parol Evidence Rule continued or practice exam question	Review previous two assignments
36	Interpretation	307-318
37	Interpretation continued	321-337
38	Implied Duty of Good Faith	339-346, 359-363
Performance Obligations: Conditions and Excuses		
39	Types of Conditions	367-377
40	Conditions applied	See Canvas
41	Substantial Performance & Material Breach	379-389 (Read these cases in reverse order, so you're reading them oldest to newest. <i>Kent</i> is important.)
42	Excusing Conditions: Prevention, Waiver, and Divisibility	394-402
43	Mistake	412-417, 422-428
44	Impracticability and Frustration of Purpose	430-434, 444-453

Remedies for Breach		
45	Specific Performance	459-463, 476-479, 484-487, Rest. § 344
46	Expectation Damages	10-13 (re-read with a focus on damages), 494-504
47	Expectation Damages continued	386-389, 508-514
48	Mitigation (Avoidability) and Foreseeability	516-520, 536-538, Rest. §§ 250, 251, 253.
49	Reasonable Certainty and Stipulated Damages	569-572, 574-581 (skip <i>TAL Financial</i>)
Contract Rights of Non-Parties		
50	Third-party Beneficiaries	583-594, 602
51	Assignment and Delegation	612-621
52	Review	
Final Exam		