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Books

LEARNING CONTRACTS (3d ed. 2022).

LEARNING CONTRACTS (2d ed. 2019).

THE ABCS OF THE CISG (2013).

INTERNATIONAL SALES LAW & ARBITRATION: PROBLEMS, CASES & COMMENTARY (*with J. Morrissey*) (2008).

Book Chapters

Court Litigation over Arbitration Agreements: Is it Time for a New Default Rule? in, INTERACTION BETWEEN INTERNATIONAL ARBITRATION AND NATIONAL COURTS (2015).

Competence-Competence and Separability: American Style (*with Yelena Davydan*) in, INTERNATIONAL ARBITRATION AND INTERNATIONAL COMMERCIAL LAW: SYNERGY, CONVERGENCE AND EVOLUTION (2011).

Law Review and Other Scholarly Articles

Leveraging Technology for More Cost-Effective Arbitration of Cross-Border Commercial Disputes: An Introduction to the Range of Possibilities with a Focus on MSMEs, 1 J. TECH. INT'L ARB. 35 (2015).

Fiduciary Duties of LLC Managers: Are They Subject to Prospective Waiver under the New York LLC Statute? (*with Yelena Davydan*), 31 TOURO L. REV. 439 (2015).

Penalty Clauses as Remedies: Exploring Comparative Approaches to Enforceability, 29 TOURO L. REV. 681 (2013).

An Essay on Rebuilding and Renewal in American Legal Education, 29 TOURO L. REV. 375 (2013).

Penalty Clauses and the CISG, 30 J. L. & COMM. 153 (2012).

Court Litigation over Arbitration Agreements: Is it Time for a New Default Rule? 23 AM. REV. INT'L ARB. 113 (2012).

CISG Article 6 and Issues of Formation: The Problem of Circularity, 2011 ANNALS FAC. L. BELGRADE INT'L ED. 124 (2011), reprinted in 15 VINDOBONA J. INT'L COM. L & ARB. 105 (2011).

Arbitration as Contract: The Need for a Fully Developed and Comprehensive Set of Statutory Default Legal Rules, 2 WM. & MARY BUS. L. REV. 225 (2011).

ICA and the Writing Requirement: Following Modern Trends Towards Liberalization or Are We Stuck in 1958? 2009 ANNALS FAC. L. BELGRADE INT'L ED. 36 (2009).

The Willem C. Vis International Commercial Arbitration Moot: Making the Most of an Extraordinary Educational Opportunity (with Stephanie Vaughan), 10 VINDOBONA J. INT'L COM. L. & ARB. 173 (2006).

Party Autonomy in Choice of Commercial Law: The Failure of Revised U.C.C. § 1-301 and a Proposal for Broader Reform, 36 SETON HALL L. REV. 59 (2005).

Course of Performance as Evidence of Intent or Waiver: A Meaningful Preference for the Latter and Implications for Newly Broadened Use under Revised U.C.C. § 1-303, 52 DRAKE L. REV. 235 (2004).

Reports, News and Commentary

Law and Crypto—An Oxymoron?, SYR. L. MAG. Y.B. 2022, at 5.
<https://law.syr.edu/publication/magazine/law-crypto-an-oxymoron>

Educating Tomorrow's Lawyer for Digital Success (with Patricia Salkin), N.Y.L.J., (August 17, 2015) <https://www.law.com/newyorklawjournal/almID/1202734593391/Educating-Tomorrows-Lawyer-for-Digital-Success/?slreturn=20150907161336>

A More Cost-Effective Model for Legal Education, 85 N.Y. ST. B.A.J. 17 (2013).