

CONTRACT LAW 504 - § 3

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Office Hours: Wednesdays 5:00-7:00; all other times by prior appointment!

***Emergency*: check with Jo Alridge (713-313-4476, Dean's suite) or leave a message on my voicemail.**

***N.B.* - The Syllabus is not a contract, and is subject to modification to ensure proper coverage!**

CLASSES: M/W/F – 4:00-4:50 (Room 202, LSB)

COURSE DESCRIPTION

Contract Law is a year-long course, six hours. Basic principles and issues are addressed, which include but are not limited to the historical and theoretical contexts of “contract laws “as well as the constant evolution that impacts the “lawyering” aspect of contract law. Contract formation, interpretation, defenses, non-enforcement, third party involvement, breach, and remedies are extensively covered. Most of the first semester focuses on formation, interpretation, and implications of contracts; the spring semester covers defenses, non-enforcement, third parties, breach, and remedies. The cumulative approach is used in this class; as you expand your understanding of the subject matter, all aspects are iterated in the reviewing and testing processes to obtain and check proficiency.

SPECIFIC TOPIC COVERAGE

Contract I & II: Sources of Contract Law – case law, statutory law, the Restatement, Legal Commentary, and International Commercial Law’s impact on contracts/disputes. Additionally, Enforcing Promises – Bases of Legal Obligation, Reaching Agreement: The Process of Contract Formation, The Statute of Frauds, The Meaning of Agreement: Principles of Interpretation and the Parol Evidence Rule, Supplementing the Agreement: Implied Terms, the Obligation of Good Faith, and Warranties (limited coverage), Avoiding Enforcement: Incapacity, Bargaining Misconduct, Unconscionability, and Public Policy, Justification for Nonperformance: Mistake, Changed Circumstances, and Contractual Modifications, Rights and Duties of Third Parties, Consequences of Non-performance: Material Breach, Anticipatory Repudiation, and Express Conditions, Expectation Damages: Principles and Limitations, Alternatives to Expectation Damages: Reliance and Restitutionary Damages, Specific Performance, and Agreed Remedies. Supplemental information is either posted on **TWEN** or made available in class. You are required to **READ ALL** assigned material. **BRIEF all cases!!** **OBJECTIVES** – obtain mastery of contract law: **FORMATION**, formation, formation, **Conditions, Enforcement, Termination, Remedies, Assumption of the Risk; UCC: FORMATION, Good Faith, SOF, Firm Offer, Battle of the Forms, and Interpretation of PE.**

CLASS CONDUCT

You are expected to conduct yourself in a professional manner – civility toward classmates is mandatory; this is graduate school. Cell phones and beepers are NOT allowed in class. Also, computer use is restricted to note-taking and class related purposes only. Professor Wu reserves the right to limit computer use during class; if this occurs, you are then required to take notes the old fashioned way – pen to paper. **REMEMBER**: Preparation and Commitment are critical to mastering the material.

*****Guys: No hats in class, thanks!*****

GRADING^{NB}

TBA – (Addendum to Follow)

NB – You are responsible for “Bubbling In” your Exam Number for each exam; this is YOUR DUTY and extremely important.

You are required to attend class, **READ** all assignments, and participate in discussions. At the beginning of each class a “recap” (of the last class) is conducted – be prepared to participate. Your grade may be reduced by ½ letter grade if you exceed the allotted absences. **SEE Student Rules and Regulations** for further details about grade reductions due to absenteeism. Attendance is taken at the beginning of class. If you enter class after the roll has been called, you must tell me, at the end of class, before I leave the room that you arrived late. This is your responsibility; failure to alert me will result in an absence, which may affect your final grade. **NO EXCEPTIONS!** Do not attempt to address the absence issue in the hallway or in my office – this policy is strictly enforced. In other words, do not attempt to make an excuse; the rule **WILL NOT** be waived. **EXTRA CREDIT**: Extra credit pop quizzes, which may include short essays, may be administered. Extra points range from 2-4 points for each pop quiz (10 points maximum). If you are NOT in class you **forfeit** the opportunity to earn extra credit points!!

REQUIRED BOOK(S)

1. Problems in Contract Law, Cases & Materials Knapp/Crystal/Prince (8th ed., ©2017) [Aspen/Wolters Kluwer].
2. Supplement – ‘Rule of Contract Law’ (ROCL), Knapp/Crystal/Prince (**latest edition**) [Aspen/Wolters Kluwer].
3. *Notes at the end of each chapter are also important!*

FALL 2017 READING ASSIGNMENTS & ASSESSMENT INFORMATION

Note: You must **READ** the applicable UCC and Restatement Sections for each chapter (**SEE** Supplement-ROCL).

WEEK 1, August 14-18, 2017

Monday, August 14, Class Orientation: Introductions, expectations and “Rules of Engagement,”⁺ Course overview (includes Syllabus Review), handouts, questions and answers (**Q&A**).

Chapter 1 – An Introduction to the Study of Contract Law, Pages 1-27, A-F

Handouts: In-Class Exercises/Assessment–Case Summaries (Cookie Jar); *Sherwood v. Walker* (1887) [Handout]

CASES and SUPPLEMENTAL MATERIAL: ✓✓READ ROCL

✓✓READ ALL PROBLEMS in the Chapter

Allen v. Bissinger & Co.

Feldman v. Google, Inc.

WEEK 2, August 28-Sept. 1, 2017

Chapter 2 – The Basis of Contractual Obligation: Mutual Assent and Consideration, Pgs. 29-212

CASES and SUPPLEMENTAL MATERIAL: **SEE** Rules of Contract Law (ROCL)

✓✓READ ALL PROBLEMS in the Chapter [Note: Mutual Assent Intent/Offer/Acceptance]

Ray v. William G. Eurice & Bros., Inc.

Lonergan v. Scolnick

Izadi v. Machado (Gus) Ford, Inc.

Normile v. Miller

Cook v. Coldwell Banker/Frank Laiben Realty Co.

Sateriale v. R.J. Reynolds Development

Walker v. Keith

Quake Construction Inc. v. American Airlines, Inc.

Hamer v. Sidway

Pennsy Supply, Inc. v. American Ash Recycling Corp.

Dougherty v. Salt

Dahrman v. Swaney

[Note: Consideration]

Plowman v. Indian Refining Co.

Marshall Durbin Food Corp. v. Baker

Jannusch v. Naffziger

[Note: Formation under UCC, Art. 2]

E.C. Styberg Engineering Co. v. Eaton Corp.

Princess Cruises, Inc. v. General Electric Co.

Brown Machine, Inc. v. Hercules, Inc.

Paul Gottlieb & Co., Inc. v. Alps South Corp.

Hines v. Overstock.com, Inc.

DeFontes v. Dell, Inc.

[Note: Electronic “Layered” Contracting]

WEEK 3, September 4-8, 2017

MONDAY – SEPTEMBER 4, 2017 – LABOR DAY – **NO CLASS**

Continue Chapter 2, The Basis of Contractual Obligations: Mutual Assent and Consideration, Pages 31-207

CASES and SUPPLEMENTAL MATERIAL: √√READ ROCL
√√READ ALL PROBLEMS in the Chapter
Handouts/In-class Exercises

WEEK 4, September 11-15, 2017

Continue Chapter 2, The Basis of Contractual Obligations: Mutual Assent and Consideration

CASES and SUPPLEMENTAL MATERIAL: √√READ ROCL

√√READ ALL PROBLEMS

Start Chapter 3, Liability in the Absence of Bargained-for Exchange: Reliance on Gratuitous Promises, Unaccepted Offers, and the Principle of Restitution, Pages 209-331

CASES and SUPPLEMENTAL MATERIAL: √√READ ROCL, DIAGRAM UCC 2-205

√√READ ALL PROBLEMS Chapter 3

Harvey v. Dow

King v. Trustee of Boston University

Katz v. Danny Dare, Inc.

Aceves v. U.S. Bank, N.A.

Berryman v. Knoch

[Option K]

James Baird Co. v. Gimbel Bros., Inc.

Drennan v. Star Paving Co.

Pop's Cones, Inc. v. Resorts International Hotel, Inc.

Credit Bureau Enterprises, Inc. v. Pelo

Commerce Partnership 8098 Ltd. Partnership v. Equity Contracting. Co.

Watts v. Watts

Mills v. Wyman

[Note Promissory Restitution]

Webb v. McGowin

WEEK 5, September 18-22, 2017

Continue Chapter 3, Liability in the Absence of Bargained-for Exchange: Reliance on Gratuitous Promises, Unaccepted Offers, and the Principle of Restitution, Pages 209-331

CASES and SUPPLEMENTAL MATERIAL: √√READ ROCL; In-Class Exercises

√√READ ALL PROBLEMS in the Chapter

WEEK 6, September 25-29, 2017

Continue Chapter 3, Liability in the Absence of Bargained-for Exchange: Reliance on Gratuitous Promises, Unaccepted Offers, and the Principle of Restitution, Pages 213-331

CASES and SUPPLEMENTAL MATERIAL: ✓✓READ ROCL

Start Chapter 4, The Statute of Frauds, Pages 333-380

✓✓READ ALL PROBLEMS in the Chapter

Handouts/Exercises

Crabtree v. Elizabeth Arden Sales Corp.

Beaver v. Brumlow

Alaska Democratic Party v Rice

Buffaloe v. Hart

[Note: The Sale of Goods SOF: UCC 2-201]

WEEK 7, October 2-6, 2017

Continue Chapter 4, The Statute of Frauds, Pages 333-380

CASES and SUPPLEMENTAL MATERIAL: ✓✓READ ROCL; In-Class Exercises

✓✓READ ALL PROBLEMS in the Chapter

Start Chapter 5, The Meaning of the Agreement: Principles of Interpretation and the Parol Evidence Rule, Pages 381-469

Joyner v. Adams

Frigalment Importing Co. v. B.N.S. International Sales Corp.

C & J Fertilizer, Inc. v. Allied Mutual Insurance Co.

Thompson v. Libby

[Note: The Parol Evidence]

Taylor v. State Farm Mutual Automobile Insurance Co.

Sherrodd, Inc. v. Morrison-Knudsen Co.

Riverisland Cold Storage, Inc. v. Fresno-Madera Production Credit Association

Nanakuli Paving & Rock Co. v. Shell Oil Co.

WEEK 8, October 9-13, 2017

Continue Chapter 5, The Meaning of the Agreement: Principles of Interpretation and the Parol Evidence Rule, Pages 381-469

WEEK 9, October 16-20, 2017

TMSL MIDTERM EXAM WEEK--October 16-20, 2017**

CASES and SUPPLEMENTAL MATERIAL: ✓✓READ ROCL

✓✓READ ALL PROBLEMS in the Chapter

Handouts/Exercises

WEEK 10, October 23-27, 2017

Continue Chapter 5, The Meaning of the Agreement: Principles of Interpretation and the Parol Evidence Rule

CASES and SUPPLEMENTAL MATERIAL: ✓✓ READ ROCL

✓✓READ ALL PROBLEMS in the Chapter

Handouts/In-Class Exercises

****MIDTERM, Section 3 - FRIDAY, October 27, 2017**

WEEK 11, October 30-Nov. 3, 2017

Start Chapter 6, Supplementing the Agreement: Implied Terms, the Obligation of Good Faith, and Warranties, Pages 471-553

CASES and SUPPLEMENTAL MATERIAL: ✓✓ READ ROCL

✓✓READ ALL PROBLEMS in the Chapter

Wood v. Lucy, Lady Duff-Gordon

Leibel v. Raynor Manufacturing Co.

Seidenberg v. Summit Bank

[Note: Implied Obligation of Good Faith]

Morin Bldg. Prods. Co. v. Baystone Constr. Inc.

Locke v. Warner Bros., Inc.

Donahue v. Federal Express Corp.

[Note: Warranties]

Bayliner Marine Corp. v. Crow

Speight v. Walters Development Co.

WEEK 12, November 6-10, 2017

Continue Chapter 6, Supplementing the Agreement: Implied Terms, the Obligation of Good Faith, and Warranties, Pages 471-553

CASES and SUPPLEMENTAL MATERIAL: ✓✓ READ ROCL; In-Class Exercises

✓✓READ ALL PROBLEMS in the Chapter

WEEK 13, November 13-17, 2017

Continue Chapter 6, Supplementing the Agreement: Implied Terms, the Obligation of Good Faith, and Warranties

CASES and SUPPLEMENTAL MATERIAL -- REVIEW PROBLEMS and

SUPPLEMENTAL MATERIAL: ✓✓READ ROCL; handouts – review AirClimber Warranty

✓✓READ ALL PROBLEMS in the Chapter

WEEK 14, November 20-24, 2017

THANKSGIVING HOLIDAY-----NOV. 23-24, 2017—NO CLASSES

Continue Chapter 6, Supplementing the Agreement: Implied Terms ... Start RECAP

PROBLEMS AND SUPPLEMENTAL MATERIALS

Continue with Problems, if necessary

WEEK 15, November 27-29, 2017

LAST DAY OF K CLASS-----WEDNESDAY, NOV. 29, 2017

Discuss Final Exam and other house-keeping information ----- RECAP/REVIEW!

*****FAILURE** to comply with the “Rules of Engagement,” i.e., professional classroom decorum and unpreparedness, specifically when called to brief, will result in point deductions from your next exam (quiz) score - **TWO POINTS** for each infraction, max **4 points per exam!** **ALSO**,
+NO cell phone use or recording of class discussions/lectures.

READING PERIOD AND THANKSGIVING BREAK

Reading Period----December 1-3, 2017

Nota Bene–

TMSL Final Exam Schedule:

DECEMBER 4-15, 2017

FALL 2017 CLASS FINAL EXAM FOR CONTRACTS

PLEASE **SEE** TMSL FINAL EXAM SCHEDULE FOR:

DATE, TIME, AND ROOM!

“Stay on Task”