

# **CONTRACT LAW 504 – Section II** WuJoJack®

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Office Hours: WEDNESDAYS - 11:30 a.m. – 01:15 p.m.

All other times by prior appointment.

**EMERGENCY:** Contact Ms. M. Chadwick at 713-313-7431/Room 230/[mattie.chadwick@tmslaw.tsu.edu](mailto:mattie.chadwick@tmslaw.tsu.edu)

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

**CLASSES:** M/W/F – 9:00-9:50 am (LSB - #203)

## **COURSE DESCRIPTION – CONTRACT LAW I**

**Contract Law 504 [Contract Law I]** is one-semester, three credit 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 general contract law areas. Contract Law I focuses on formation, formation, formation plus the interpretation, and implications of contracts: The Basis of Contractual Obligations, Liability in the Absence of Bargained-for Exchange, The Statute of Frauds, The Meaning of the Agreement: Principles of Interpretation and the Parol Evidence Rule, Supplementing the Agreement: Implied Terms, the Obligation of Good Faith, and Warranties. The cumulative knowledge acquisition approach is used in this class; as students expand their understanding of the subject matter, all aspects are iterated to review, test, re-test, which constantly tracks proficiency. The course Introduces students to sources of Contract Law: case law, statutory law, the Restatement, Legal Commentary, and International Commercial Law’s impact on contracts/disputes. Additionally, elements of enforcing contractual promises/bases of legal obligation, reaching agreement, and the actual process of contract formation. The statute of frauds, the meaning of agreement: Principles of Interpretation and the parol evidence rule, as well as opportunities to supplement the agreement, i.e., implied terms, the obligation of good faith, and warranties are extensively covered and reviewed during class discussions and activities. **Supplemental information**, as needed, is made available in class. You are required to **READ ALL** assigned material, including handouts. Please come to class prepared--**BRIEF all cases!!** This course incorporates the American Bar Association’s mandated competencies, which are outlined in ABA Standard 302.

Therefore, this course is designed to ensure knowledge and understanding of substantive and procedural law, and is specifically designed to develop the following professional skills:

- ❖ Legal Analysis and Reasoning...
- ❖ Critical Thinking ...
- ❖ Problem Solving ...
- ❖ Oral Communication in a Legal Context...
- ❖ Problem-solving: Written and Oral Communication in the Legal Context...

**COURSE/LEARNING OBJECTIVES** – obtain mastery of contract law--FORMATION, formation, formation. **SPECIFICALLY**, students will have knowledge of key elements of Bloom’s Taxonomy (KCASAE):

**KNOWLEDGE** of UCC/black letter law (recognize, define...); **COMPREHENSION** (recognizing/remembering facts, terms, basic concepts...); **ANALYSIS** (analyze, compare, test...); **SYNTHESIS** (organize, develop, design); **APPLICATION** (apply, solve, illustrate, write conclusion...); and **EVALUATION** (presenting/defending opinions based on judgment about information/validity/quality). In addition to KCASAE, students will develop/perfect written and oral advocacy skills; these skills will be honed during in-class drills/exercises, with opportunities to debate and defend conclusions.

**CLASS CONDUCT**--You are expected to conduct yourself in a professional manner – civility toward classmates is mandatory; this is professional school. Cell phone usage is **NOT** allowed in class. Also, computer use is restricted to note-taking and class related purposes only. The professor reserves the right to limit computer use during class; if this occurs, you are then required to take notes with pen to paper. **REMEMBER:** Preparation and Commitment are critical to mastering the material.

## **GRADING**<sup>NB</sup>

### **50% - Class Portion:**

12.5% -- Assessment I

12.5% -- Assessment II

12.5% -- Assessment III (In-Class Graded Essay)

12.5% -- Assessment IV

\*\*Up to 10 Participation Points (PP) may be available.

### **50% - Comprehensive Exam – December 2021**

**NB**—You are responsible for “Bubbling In/Writing” your Exam Number on each exam/graded exercise; this is YOUR DUTY and extremely important. ALL assignments require an Exam #, no exception; this avoids point deductions.

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. Any special accommodations must be requested through the Office of Student Affairs (OSA). 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 the professors 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 our offices – this policy is strictly enforced. In other words, do not attempt to make an excuse; the rule **WILL NOT** be waived.

### **REQUIRED BOOK(S)**

1. Problems in Contract Law, Cases & Materials Knapp/Crystal/Prince (9<sup>th</sup> ed., ©2019) [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 2021 READING ASSIGNMENTS & ASSESSMENT INFORMATION**

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

#### **WEEK 1**, August 16-20, 2021

Monday, August 19, Class Orientation: Introductions, expectations and “Rules of Engagement,” plus Course overview (includes Syllabus Review), handouts, questions and answers (**Q&A**).

#### **Chapter 1 – An Introduction to the Study of Contract Law, Pages 1-34**

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

**CASES and SUPPLEMENTAL MATERIAL:** ✓✓**READ** ROCL

✓✓**READ** --Allen v. Bissinger & Co. Feldman v. Google, Inc.--Independent reading/class overview.

#### **Chapter 2 – The Basis of Contractual Obligation: Mutual Assent and Consideration, Pgs. 35-224**

**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.

Loneragan v. Scolnick, Izadi v. Machado (Gus) Ford, Inc.

**Contract Law, Section 2 - fall Syllabus (2021), PAGE 3**

**WEEK 2, August 23-27, 2021**

**Continue Chapt. 2 – The Basis of Contractual Obligation...**

**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

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

Plowman v. Indian Refining Co.

Dohrmann v. Swaney

[Note: Consideration]

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.

DeFontes v. Dell, Inc.

[Note: Electronic “Layered” Contracting]

Long v. Provide Commerce, Inc.

**WEEK 3, August 30- September 3, 2021**

**Continue Chapter 2, The Basis of Contractual Obligations: Mutual Assent and Consideration, Pages 35-224**

**CASES and SUPPLEMENTAL MATERIAL:** ✓✓**READ ROCL**

✓✓**READ ALL PROBLEMS in the Chapter**

Handouts/In-class Exercises

**WEEK 4, September 6-10, 2021**

**MONDAY** – September 6, 2021 – **LABOR DAY** ---- **NO CLASS**

**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 225-344**

***Contract Law, Section 2 - fall Syllabus (2021), PAGE 4***

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

✓✓READ ALL PROBLEMS Chapter 3

[Promissory Estoppel]

Kirksey v. Kirksey

Harvey v. Dow

[Note: Promises within the family]

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 13-17, 2021

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

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

✓✓READ ALL PROBLEMS in the Chapter

**ASSESSMENT I - Friday, September 17, 2021**

**WEEK 6**, September 20-24, 2021

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

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

**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**, September 27-October 1, 2021

**Continue Chapter 4, The Statute of Frauds, Pages 345-394**

**CASES and SUPPLEMENTAL MATERIAL:** ✓✓READ ROCL; ✓✓READ ALL PROBLEMS in the Chapter

**START** Chapter 5, The Meaning of the Agreement: Principles of Interpretation and the Parol Evidence Rule, Pages 395-479

Joyner v. Adams

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

**Contract Law, Section 2 - fall Syllabus (2021), PAGE 5**

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.

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

**WEEK 8, October 4-8, 2021**

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

**ASSESSMENT II - Friday, October 08, 2021**

**WEEK 9, October 11-15, 2021**

**CASES and SUPPLEMENTAL MATERIAL:** √√ READ ROCL

√√READ ALL PROBLEMS in the Chapter

Handouts/Exercises

**WEEK 10, October 18-22, 2021**

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

**WEEK 11, October 25-29, 2021**

**START** Chapter 6, Supplementing the Agreement: Implied Terms, the Obligation of Good Faith, and Warranties, Pages 481-570

**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.

Geysen v. Securitas Security Services, USA, Inc.

Bayliner Marine Corp. v. Crow

[Note: Warranties]

Speight v. Walters Development Co.

**ASSESSMENT III - Friday, October 29, 2021**

**WEEK 12**, November 1-5, 2021

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

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

✓✓ READ ALL PROBLEMS in the Chapter

**WEEK 13**, November 8-12, 2021

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

✓✓ READ ALL PROBLEMS in the Chapter

**WEEK 14**, November 15-19, 2021

Continue Chapter 6, Supplementing the Agreement: Implied Terms ... Start RECAP PROBLEMS AND SUPPLEMENTAL MATERIALS; Continue with Problems, if necessary

**ASSESSMENT IV - Friday, November 19, 2021**

**WEEK 15**, November 22, 2021

**LAST DAY OF CONTRACT LAW CLASS-----MONDAY, Nov. 22, 2021**

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

**THANKSGIVING HOLIDAY, Nov. 25-26, 2021—NO CLASSES**

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\*\*\* **FAILURE** to comply with the “Rules of Engagement,” i.e. professional classroom decorum, unpreparedness, and, briefing/recapping, MAY result in point deductions from your next exam/graded assignment score - **TWO POINTS** for each infraction, **4 points maximum per exam!** **ALSO, NO** cell phone use during class; **NO RECORDING** of class lectures/discussion.

**READING PERIOD -- November 24 and 27-28, 2021**

TMSL Final Exam Schedule—**November 29-December 10, 2021**

**NB**—Please **CHECK TMSL’S FINAL EXAM SCHEDULE FOR: DATE, TIME, and Rm. #.**

**DO NOT** MAKE TRAVEL PLANS DURING THIS TIME!!!

**“Stay on Task”**

**Texas Southern University/Thurgood Marshall School of Law**

**ADA, COVID-19, and Title IX Information**

**ADA:**

Students who have questions should contact:

Amy L. Ratra

Associate Dean – TMSL, Student Services and Instructional Support, 713-313-7909

or

SASO via email [DisabilityServices@tsu.edu](mailto:DisabilityServices@tsu.edu) or phone 713-313-4210.

**COVID-19:**

Students who have questions as well as Students who contract the COVID-19 virus must report the information to:

Amy Ratra, 713-313-7909

TMSL Associate Dean of Student Services,

and

the Student Accessibility Services Office (SASO), by phone at 713-313-4210 or by email at [disabilityservices@tsu.edu](mailto:disabilityservices@tsu.edu).

Additionally, if a student experiences a crisis outside of regular business hours, the student can call 833-848-1765.

**TITLE IX:**

Texas Southern University's Office of Title IX is responsible for ensuring members in the Texas Southern University community enjoy an inclusive and welcoming university environment free from sexual discrimination, harassment and violence.

The Office's approach is consistent with the mission of Texas Southern University, the University's tradition of excellence, and all Federal Regulations, State Laws and University policies.

Students who have Title IX questions may contact:

Bobby Brown

Title IX Coordinator

Hannah Hall, Suite 106

713-313-1371

[bobby.brown@tsu.edu](mailto:bobby.brown@tsu.edu)

or [titleix@tsu.edu](mailto:titleix@tsu.edu).

or

Students may speak confidentially to the University Counseling Center. Please feel free to visit its website [www.tsu.edu/ucc](http://www.tsu.edu/ucc) for more information about the Center's services.